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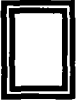
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# **Five-Year Review Report**

## **Initial Five-Year Review Report for Tippecanoe Sanitary Landfill Lafayette Tippecanoe County, Indiana**

**September 2005**

**PREPARED BY:**


**Indiana Department of Environmental Management**

**For**

**U.S. Environmental Protection Agency  
Region 5**

Approved by:

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Bruce H Palin  
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9/29/05

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9/30/05

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## **List of Acronyms**

|                 |   |
|-----------------|---|
| <b>AO</b>       | Agreed Order  |
| <b>AOC</b>      | Administrative Order on Consent                                       |
| <b>ARAR</b>     | Applicable or Relevant and Appropriate Requirement                    |
| <b>CD</b>       | Consent Decree  |
| <b>CERCLA</b>   | Comprehensive Environmental Response, Compensation, and Liability Act |
| <b>CFR</b>      | Code of Federal Regulations   |
| <b>CTC</b>      | Central Tendency Case   |
| <b>EPA</b>      | United States Environmental Protection Agency                         |
| <b>ESD</b>      | Explanation of Significant Difference                                 |
| <b>GP</b>       | Gas Probe   |
| <b>IC</b>       | Institutional Control   |
| <b>IDEM</b>     | Indiana Department of Environmental Management                        |
| <b>KERAMIDA</b> | KERAMIDA Environmental, Inc.  |
| <b>LES</b>      | Leachate Extraction System  |
| <b>LRW</b>      | Leachate Recovery Well  |
| <b>LSTS</b>     | Leachate Storage Tank System  |
| <b>MCL</b>      | Maximum Contaminant Level   |
| <b>MEW</b>      | Methane Extraction Well   |
| <b>MES</b>      | Methane Extraction System   |
| <b>MMS</b>      | Methane Monitoring System   |
| <b>MSL</b>      | Mean Sea Level  |
| <b>NCP</b>      | National Contingency Plan   |
| <b>NPDES</b>    | National Pollutant Discharge Elimination System                       |
| <b>NPL</b>      | National Priorities List  |
| <b>O&amp;M</b>  | Operation and Maintenance   |

### **List of Acronyms (con't)**

|              |   |
|--------------|---|
| <b>PAH</b>   | Polynuclear Aromatic Hydrocarbon              |
| <b>PCB</b>   | Polychlorinated Biphenyl                      |
| <b>PCOR</b>  | Preliminary Close-Out Report                  |
| <b>PM</b>    | Project Manager                               |
| <b>POTW</b>  | Publicly Owned Treatment Works                |
| <b>PRP</b>   | Potentially Responsible Party                 |
| <b>RA</b>    | Remedial Action                               |
| <b>RD</b>    | Remedial Design                               |
| <b>RDWP</b>  | Remedial Design Work Plan                     |
| <b>RI/FS</b> | Remedial Investigation/Feasibility Study      |
| <b>RME</b>   | Reasonable Maximal Exposure                   |
| <b>ROD</b>   | Record of Decision                            |
| <b>SMCL</b>  | Secondary Maximum Contaminant Level           |
| <b>SVOC</b>  | Semi-Volatile Organic Compound                |
| <b>TDS</b>   | Total Dissolved Solids                        |
| <b>TERF</b>  | Tippecanoe County Environmental Response Fund |
| <b>TSL</b>   | Tippecanoe Sanitary Landfill                  |
| <b>USEPA</b> | United States Environmental Protection Agency |
| <b>VOC</b>   | Volatile Organic Compound                     |

## **Executive Summary**

The remedy for the Tippecanoe Sanitary Landfill (TSL) Superfund Site, as stipulated in the September 1997 Record of Decision (ROD), consists of a sanitary landfill cover for the waste disposal area; a fence that surrounds, at a minimum, the waste disposal area and the barrier cover; leachate extraction and treatment with off-Site disposal of residues; a gas extraction and monitoring system; a groundwater remediation program, if one would be needed because the source control measures (cover, gas control, and leachate extraction) were insufficient to prevent unacceptable contamination of off-Site groundwater; deed restrictions, including provisions for the protection of the remedial actions taken and the prohibition of wells on the Site to be used for a water supply; and Site monitoring and maintenance of all Remedial Action components.

Preliminary remedy implementation activities began in April 2000 and initiation of Remedial Action began on June 22, 2000. The construction of the landfill cover was completed in July 2001, while the construction of the levee, access roads, and surface water management systems were completed in August 2001. In September 2001, the methane extraction system began operating, monitoring began in the methane monitoring system, and the Preliminary Close-Out Report (PCOR) was issued. In October 2001, the construction of the perimeter security fence was completed. The leachate extraction and storage tank systems began operating in January 2002. The Final Pre-Certification Inspection Report was submitted in January 2002 and approved in November 2002. The Final Operation and Maintenance (O&M) Plan was submitted in May 2002 and approved in November 2002. O&M and monitoring activities of all remedy components (groundwater monitoring, cover inspections, etc.) began in January 2002. In October 2003, additional passive methane extraction wells equipped with landfill gas solar vent flares were installed and made operational.

The assessment performed to fulfill the requirements of this five-year review demonstrated that the remedy was implemented in accordance with the requirements of the ROD and the Explanation of Significant Difference (ESD). An ESD was issued in September 2001 to change the leachate portion of the ROD from off-Site treatment of extracted leachate via discharge to the municipal wastewater sewage system to on-Site storage with off-Site treatment and disposal of extracted leachate and residues.

The remedy is functioning as designed. Based upon the available data, the TSL Site is in substantial compliance with all Applicable or Relevant and Appropriate Requirements (ARARs). Methane level exceedances have occurred at infrequent intervals around the Site. All exceedances have been rectified as soon as possible with most exceedances being rectified within a two (2) to 36 hour time interval.

Groundwater monitoring conducted during the three (3) years that have elapsed since construction of the remedy indicate a drastic decrease in the number of exceedances of United States Environmental Protection Agency (USEPA) Maximum Contaminant Levels (MCLs) and Secondary MCLs. Results of trend analyses on groundwater monitoring data indicate that a few increasing, as well as decreasing, trends are present. The background wells, however, show a higher percentage of increasing trends than do the wells at the perimeter of the Site or downgradient of the Site. The majority of the wells indicate no trends present. It should be noted that the five-year evaluation of

groundwater data will occur after receipt of all 2007 groundwater monitoring data, but no later than June 2008.

The review indicates that the remedy is effective and the remedy is protective of human health and the environment in the short term. The impact of leachate on groundwater has greatly decreased. The Site is in substantial compliance with the landfill gas/methane ARARs due to continuous monitoring and adjustments to the methane extraction system. Off-site methane alarm systems are *maintained and functioning properly*. Any potential threats have been addressed. Institutional controls required by the ROD appear to be in place. However, to be protective in the long term, the institutional controls must be evaluated for effectiveness and enforceability.

## Five-Year Review Summary Form

| SITE IDENTIFICATION  |  |   |
|--|--|---|
| Site name (from WasteLAN): Tippecanoe Sanitary Landfill, Inc.      |  |   |
| EPA ID (from WasteLAN): IND980997639                               |  |   |
| Region: 5  | State: IN  | City/County: Lafayette, Tippecanoe County |
| SITE STATUS  |  |   |
| NPL status: Final  |  |   |
| Remediation status: Operation and Maintenance                      |  |   |
| Multiple OUs?:* NO   | Construction completion date: September 27, 2001 |   |
| Has site been put into reuse?: NO                                  |  |   |
| REVIEW STATUS  |  |   |
| Lead agency: Indiana Department of Environmental Management (IDEM) |  |   |
| Author name: Kevin D. Herron                                       |  |   |
| Author title: Project Manager                                      | Author affiliation: IDEM                         |   |

|   |
|---|
| <b>Review period:</b> ** January 25, 2005 to September 2005                     |
| <b>Date(s) of site inspection:</b> May 11, 2005                                 |
| <b>Type of review:</b> Post-SARA  |
| <b>Review number:</b> First   |
| <b>Triggering action:</b> Initiation of Remedial Action                         |
| <b>Triggering action date (<i>from WasteLAN</i>):</b> June 22, 2000             |
| <b>Due date (<i>five years after triggering action date</i>):</b> June 22, 2005 |

\* ["OU" refers to operable unit.]

\*\* [Review period should correspond to the actual start and end dates of the Five-Year Review in WasteLAN.]

## **Five-Year Review Summary Form, cont'd.**

### **Issues:**

- Several leachate recovery wells and piezometers have periodically had difficulty meeting the required leachate elevation due to occasional pump failures, improper wiring, faulty instrument control panels, and silting of wells.
- Methane level exceedances above the 5% methane compliance limit have occurred at infrequent intervals at various gas probes for the Site property boundary since O&M activities began, particularly gas monitoring probe 1 (GP-1M).
- Analysis of deed restrictions' enforceability is required.

### **Recommendations and Follow-up Actions:**

- Complete repairs to the Leachate Recovery System and assure continuous operation.
- Upgrade the Methane Extraction System to improve and maintain compliance (i.e., gas probe GP-1M) and reduce manual adjustments, supplemental fuel use, and daily monitoring.
- Complete IC study by analyzing deed restrictions' enforceability.

### **Protectiveness Statement:**

The review indicates that the remedy is effective and the remedy is protective of human health and the environment in the short term. The impact of leachate on groundwater has greatly decreased. The Site is in substantial compliance with landfill gas/methane ARARs due to continuous monitoring and adjustments to the methane extraction system. Off-site methane alarm systems are maintained and functioning properly. Any potential threats have been addressed. Institutional controls required by the ROD appear to be in place. However, to be protective in the long term, the institutional controls must be evaluated for effectiveness and enforceability.

### **Other Comments:**

None.

**Indiana Department of Environmental Management  
Initial Five-Year Review Report  
for  
Tippecanoe Sanitary Landfill (TSL) Superfund Site  
City of Lafayette  
Tippecanoe County, Indiana**

## **I. INTRODUCTION**

The purpose of a five-year review is to determine whether the remedy at a site is protective of human health and the environment. The methods, findings, and conclusions of reviews are documented in Five-Year Review reports. In addition, Five-Year Review reports identify issues found during the review, if any, and identify recommendations to address them.

USEPA is preparing this Five-Year Review report pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) §121 and the National Contingency Plan (NCP). CERCLA §121 states:

*If the President selects a remedial action that results in any hazardous substances, pollutants, or contaminants remaining at the site, the President shall review such remedial action no less often than each five years after the initiation of such remedial action to assure that human health and the environment are being protected by the remedial action being implemented. In addition, if upon such review it is the judgment of the President that action is appropriate at such site in accordance with section [104] or [106], the President shall take or require such action. The President shall report to the Congress a list of facilities for which such review is required, the results of all such reviews, and any actions taken as a result of such reviews.*

USEPA interpreted this requirement further in the NCP; 40 FR §300.430(f)(4)(ii) states:

*If a remedial action is selected that results in hazardous substances, pollutants, or contaminants remaining at the site above levels that allow for unlimited use and unrestricted exposure, the lead agency shall review such action no less often than every five years after the initiation of the selected remedial action.*

As the lead agency, the Indiana Department of Environmental Management (IDEM) conducted the five-year review of the remedy implemented at the Tippecanoe Sanitary Landfill (TSL) Superfund Site in Lafayette, Tippecanoe County, Indiana (“the Site”). This review was conducted by the IDEM Project Manager (PM) for the entire TSL Site from January 2005 through September 2005. The potentially responsible parties’ (PRPs’) Consultant, KERAMIDA Environmental, Inc. (KERAMIDA), was consulted to provide an analysis in support of the review. This report documents the results of the review.

This is the first five-year review for the TSL Site. The triggering action for this statutory review is the initiation of the Remedial Action (RA) in June of 2000. The five-year review is required because

hazardous substances, pollutants, or contaminants remain at the Site above levels that allow for unlimited use and unrestricted exposure.

## II. SITE CHRONOLOGY

Table 1 – Chronology of Site Events

| Event  | Date          |
|--|---------------|
| The Indiana State Board of Health (ISBH) issued an operating permit.                       | 04/12/1971    |
| Landfill operations began  | June 1971     |
| Landfill Operational   | 1971-1978     |
| Renewal of the landfill operating permit was denied  | 02/01/1978    |
| An Agreed Order (AO) allowed the landfill to operate until August 1, 1979.                 | February 1978 |
| Landfill submitted a renewal application   | October 1979  |
| Landfill granted a two-year renewal of its operating permit                                | 02/27/1981    |
| Consent Decree (CD) was filed to cease landfill operations and require closure             | 11/29/1988    |
| EPA Proposes TSL to NPL  | 06/24/1988    |
| Administrative Order on Consent (AOC) for Remedial Investigation/Feasibility Study (RI/FS) | 03/08/1990    |
| NPL Listing becomes Final  | 08/30/1990    |
| Approval of the RI/FS  | July 1997     |
| Proposed Plan Public Meeting held  | 08/06/1997    |
| Record of Decision (ROD) issued  | 09/30/1997    |
| Consent Decree (CD) for Remedial Design (RD) and Remedial Action (RA)                      | 03/31/1998    |
| Approval of the Remedial Design Work Plan (RDWP)   | 04/16/1999    |
| Initiation of Preliminary RA Activities  | 04/10/2000    |
| Conditional Approval of the RD and Initiation of the RA                                    | 06/22/2000    |
| Explanation of Significant Difference (ESD) and Preliminary Close-Out Report issued        | 09/27/2001    |
| RA Construction Completed and Initiation of Operation and Maintenance (O&M) Activities     | January 2002  |
| Approval of the Final Pre-Certification Inspection Report                                  | November 2002 |
| Approval of the Final O&M Plan   | November 2002 |
| Initial Five-Year Site Visit   | 05/11/2005    |

## III. BACKGROUND

### Physical Characteristics and Land/Resource Use

The Site is approximately 80 acres in size and is located in Lafayette, Tippecanoe County, Indiana. The Site is an inactive landfill that includes a wetland. The Site lies within the common floodplain of the Wabash River, which is located within 1 1/2 miles northwest of the site and flows to the south, and Wildcat Creek, which flows toward the north approximately 600 feet northeast of the landfill.

The immediate area surrounding the Site is located in a mixed residential/commercial/industrial/agriculture area north/northeast of downtown Lafayette. The Site is bordered on the west by North 9<sup>th</sup> Street, CSX Railroad, and businesses; on the north and east by wooded and agricultural land

with scattered residences; and on the south by a former quarry including woods, a wetland, and lake. A Site Location Map depicting the Site's location as well as topographical and surrounding area features is included as Figure 1. Municipal water was extended to the area prior to discovery of any groundwater contamination. No drinking water wells exist within a mile radius of the Site.

## **History of Contamination**

In 1971, Tippecanoe County, Purdue University, the City of West Lafayette, and the City of Lafayette decided that there should be one landfill in the county that local residents, commercial entities, and industry could use for the disposal of non-hazardous wastes. TSL was privately formed and reached an agreement with the Tippecanoe County Board of Commissioners in June 1971 for the operation of a landfill. TSL first leased the property at the Site for the landfill in June 1971. The Indiana State Board of Health (ISBH) issued an operating permit on April 12, 1971, and landfill operations began in June 1971. Renewal of the landfill operating permit was denied on February 1, 1978. Sporadic daily cover, unsatisfactory cover material, possible acceptance of hazardous wastes by the landfill, and poor geologic conditions were cited as reasons for denial of the permit. An Agreed Order (AO) allowed the landfill to operate until August 1, 1979. In October 1979, TSL submitted a renewal application; on February 27, 1981, TSL was granted a two-year renewal of its operating permit. On February 16, 1983, renewal of TSL's operating permit was again denied because the landfill was not operating in accordance with permit stipulations. TSL appealed the denial. On November 29, 1988, a Consent Decree (CD) was filed in the Tippecanoe Circuit Court that stipulated that solid waste could not be accepted at the TSL Site after October 1, 1989. The CD also outlined landfill closure requirements.

Primarily, the wastes received for disposal at the Site were solid wastes generated by local residents, businesses, and industries. An industrial sludge went to the Site for a number of years in the 1970s, and this practice was discontinued when a sludge sample was found to contain elevated levels of polychlorinated biphenyls (PCBs). During the last year or more of operation, some out-of-state wastes were deposited at the Site. Estimates indicate that 3.4 million cubic yards of solid waste were disposed in the landfill over approximately 59 acres. The landfill closed before the anticipated final elevations were reached. An acceptable final cover was never installed over all of the landfill after the landfill stopped accepting wastes.

## **Initial Response**

On June 24, 1988, the United States Environmental Protection Agency (EPA) proposed the Site for inclusion on the National Priorities List (NPL). On March 8, 1990, the EPA, IDEM, and ten of the parties who had been named PRPs for the Site agreed to an Administrative Order on Consent (AOC) that required the PRPs to (1) fully determine the nature and extent of the potential threat to the public health, welfare, or the environment caused by any release or threatened release of hazardous substances, pollutants, or contaminants from or at the facility by conducting a remedial investigation and (2) to determine and evaluate alternatives for remedial action to prevent, mitigate, or otherwise remedy any release or threatened release of hazardous substances, pollutants, or contaminants from or at the facility by conducting a feasibility study. The Site was finalized on the NPL on August 30, 1990. The Remedial Investigation and Feasibility Study (RI/FS) work began on March 8, 1990, and continued through the publication of the final report in 1996. ENSR Consulting and Engineering and KERAMIDA primarily

conducted the work. Final acceptance of the report occurred in July 1997. IDEM concurred with the Record of Decision (ROD) signed on September 30, 1997, by the EPA.

## **Basis for Taking Action**

### **Contaminants**

Hazardous substances that have been released at the site in each media include:

#### **Leachate**

Acetone  
Aluminum  
Alkalinity  
Ammonia  
Arsenic  
Benzene  
Calcium  
Chloride  
Ethylbenzene  
Ethylmethylbenzene Isomer  
Ethyl Methacrylate  
Iron  
Magnesium  
Manganese  
Methylethylbenzene Isomer  
Nickel  
Nitrogen  
Potassium  
Sodium  
Tetrahydrofuran  
Toluene  
Trimethyl Silanol  
PCBs  
Vinyl Chloride  
Xylenes  
2-Butanone  
2,4-Dimethyl-3Pentanone

#### **Groundwater**

Acetone  
Aluminum  
Antimony  
Arsenic  
Barium  
Benzo(a)pyrene  
Calcium  
Carbon Disulfide  
Chloride  
Chromium  
Dieldrin  
Iron  
Lead  
Manganese  
Nitrate  
Semi-Volatile Organic Compounds  
Sodium  
Sulfate  
Thallium  
Total Dissolved Solids  
1,1-dichloroethane  
4,6-dinitro-2-methylphenol

#### **Landfill Gas**

Ethylbenzene  
Methane  
Tetrachloroethene  
Toluene  
Xylenes  
1,2-Dichloroethylene

## **Contaminants (continued)**

### **Surface Water**

Alkalinity  
Aluminum  
Calcium  
Iron  
Manganese  
Nitrate  
Potassium  
Sodium  
Total Dissolved Solids

### **Surface Soil/Bottom Sediment**

Acetone  
Benzo(a)pyrene  
Benzo(b)fluoranthene,  
Crysene  
Ethylbenzene  
Fluoranthene  
Phenanthrene  
Pyrene  
Xylenes  
Metals

## **RI Phase Activities**

During the RI phase of activities at the Site, the nature and extent of contamination at TSL were investigated through source characterization and sampling and analysis of potentially affected media. Source characterization involved a review of existing waste disposal information, landfill cover investigations, landfill gas sampling, methane surveys and investigations, and landfill leachate sampling. Potentially affected media sampled and analyzed included surface soil/bottom sediment, groundwater, surface water, and air.

Review of all available information indicated that by far the predominant waste type disposed of at TSL was municipal solid waste generated by local residents, businesses, and industries. A limited quantity of PCB-containing sludge had been reported to have been received at the landfill for disposal. A mixture of soil and trash had been found exposed along the toe of the north and south portions of the landfill, in the northeast portion of the landfill, and near the midpoint of the southeast waste boundary. Various seep and ponded surface water areas had been found across the landfill. Most of the landfill had been covered with greater than 2 feet of low-permeability silty clay material. Slopes on the top of the landfill, in the landfill yard area, and along the northwest facility boundary were less than the minimum required by current Indiana solid waste regulations. The frequency of erosion gullies was low, but more had been observed in the southeast portion of the landfill than in other areas.

Results of the landfill gas sampling and methane surveys indicated that no adverse health effects were expected from exposure to compounds within the gases. However, elevated methane readings had been recorded outside the facility boundary adjacent to the northwest side of the landfill.

A baseline human health risk assessment and ecological screening was performed to characterize potential risk to human health and the environment from the TSL Site. The TSL Site is a former municipal landfill. The EPA's Presumptive Remedies guidance for CERCLA municipal landfill sites, such as the TSL Site, was used, with the concurrence of EPA Region V, to define the media to be addressed in the risk assessment. Under the presumptive remedy guidance, the risk assessment portion of the RI was used to address those exposure pathways that occur outside the source areas. Such a presumptive remedy was appropriate for the TSL Site. Therefore, the risk assessment focused on

groundwater and surface water exposures. The presumptive remedies, namely completion of the landfill cap and leachate recovery, would likely also control the landfill's future impact on groundwater and surface water and, as a result, the landfill's impact on groundwater and surface water would likely diminish over the exposure period considered. However, the mitigating effect of the presumptive remedies was not accounted for in conducting the risk assessment. The baseline ecological screening focused on assessing the surface water in the seasonal pond area on the Site. Exposure to groundwater is associated with significant human health risks, due to exceedances of EPA's risk management criteria for each exposure pathway, both the central tendency case (CTC) and the reasonable maximum exposure scenarios. However, there was no significant potential risk to the environment from surface water.

Based on the results of the RI study, remedial action objectives (RAOs) had been developed for four environmental media of possible concern: landfill contents, leachate, landfill gas, and groundwater.

#### **IV. REMEDIAL ACTION**

##### **Remedy Selection**

The major components of the selected remedy discussed in the ROD were:

- a sanitary landfill cover for the waste disposal area;
- a fence that surrounds, at a minimum, the waste disposal area and the barrier cover;
- leachate extraction and treatment, either by transfer to the local publicly owned treatment works (POTW) for treatment (if the POTW can accept the leachate) or on-Site treatment and discharge to Wildcat Creek or the Wabash River, with this discharge meeting National Pollutant Discharge Elimination System (NPDES) permit requirements and with proper disposal of the treatment residues;
- a gas extraction system;
- a contingent groundwater remediation component that will be implemented if either source control and natural attenuation are determined to not be reducing the down-gradient groundwater contamination to acceptable levels within the specified time frame or if human health is being threatened by water being extracted from down-gradient water supply wells;
- on-Site groundwater treatment, if groundwater remediation is implemented, to produce an effluent meeting NPDES permit requirements that will be discharged to surface water with the treatment residues being properly disposed of off-Site;
- deed restrictions, including provisions for the protection of the remedial actions taken and the prohibition of wells on the Site to be used for a water supply; and
- Site monitoring and maintenance of all RA components.

## **Remedy Implementation**

On March 31, 1998, IDEM signed a CD with the PRPs for the implementation of remedial design (RD) and RA activities for the Site. The CD was entered in the U.S. District Court in Indianapolis on August 10, 1998. The PRPs were also required to institute quarterly groundwater monitoring of the existing groundwater monitoring network to track potential off-Site migration of contaminants during the RD/RA process. The PRPs implemented this requirement immediately. The groundwater monitoring network was expanded as part of the RD/RA to improve monitoring of groundwater in the vicinity of the landfill. The ROD indicates that a groundwater remediation program will be instituted upon discovery that groundwater contamination levels exceed acceptable groundwater contamination standards for human health exposure.

On April 16, 1999, IDEM approved the Remedial Design Work Plan (RDWP) for the Site. On April 10, 2000, IDEM granted the PRPs permission to initiate preliminary construction activities (i.e., perimeter tree and brush removal and site grubbing) necessary to prepare the site for RA commencement. On June 22, 2000, IDEM gave conditional approval of the RD, excluding the Leachate Extraction System (LES) and the Operation & Maintenance (O&M) Plan. These portions were excluded pending the resolution of a dispute for disposal of the leachate generated at the landfill at the local POTW as presented in the ROD selected remedy. An Explanation of Significant Difference (ESD) was signed on September 27, 2001, and documents changing the disposal from the POTW to on-Site storage and off-Site treatment and disposal at a licensed facility.

Remedy implementation activities began in April 2000. The construction of the landfill cover was completed in July 2001. Construction of the levee, access roads, and surface water management systems were completed in August 2001. In September 2001, the methane extraction system (MES) began operating, the methane monitoring system (MMS) commenced, and the Preliminary Close-Out Report was issued. The construction of the perimeter security fence was completed in October 2001. Leachate extraction and storage tank systems began operating in January 2002. The Final Pre-Certification Inspection Report as required in the CD was submitted in January 2002, revised in July 2002 and approved in November 2002. The Final O&M Plan was submitted in May 2002 and approved in November 2002. O&M and monitoring activities of all remedy components (groundwater monitoring, cover inspections, leachate extraction, landfill gas control, etc.) began in January 2002.

## **Remedy Operation, Maintenance, and Monitoring**

The PRPs are required to perform groundwater monitoring on a quarterly basis for the first three years, semi-annual sampling for the next two years, and annual sampling after five years. Institutional controls and an O&M Plan were implemented to assure protection of the selected remedy, groundwater, and human health. The PRPs will be responsible for the institutional controls and O&M. Institutional controls included deed restrictions, a perimeter security fence, and an increased law enforcement presence (only during actual construction activities).

In accordance with the Final O&M Plan, KERAMIDA on behalf of the PRPs prepares and submits status reports to IDEM that document and evaluate O&M and monitoring activities. These

reports are prepared to evaluate the attainment of compliance with performance standards associated with the LES, Leachate Storage Tank System (LSTS), MES, MMS, groundwater and surface water monitoring, and general items (e.g., landfill cap, drainage system, roadways, fencing, signs, gates, levee, and wetlands). An analysis of the annual expenditures is compared to the estimated post-closure care costs documented in the Final O&M Plan.

### Operation and Maintenance Cost

Financial Assurance for the annual O&M costs for the selected remedy was estimated at an annual cost of \$870,000 for each of the first two (2) years of operation. An annual O&M cost of \$801,360 was estimated for year three. This equates to an O&M cost estimate of \$2,541,360 for the first three (3) years of operation. Actual O&M costs for the first three (3) years of operation (2002 through 2004) totaled \$1,833,000. The actual O&M costs for 2004 totaled approximately \$633,000 as compared to actual costs of approximately \$647,000 in 2003 and \$553,000 in 2002. All incurred costs include all operations, equipment replacement and repairs, construction tasks, leachate disposal, supplemental propane, groundwater monitoring, etc.

Major items of note include costs associated with Leachate Treatment and Disposal, Methane Blower/Flare System Operation and Maintenance tasks, installation/start-up of the MES/MMS Remedial Upgrade, and installation/start-up of the LES Remedial Upgrade. Leachate Disposal costs were estimated at approximately \$518,400/year for each of the first five (5) years of operation. Approximately \$124,830 has been spent in total for the first three (3) years of operation because of the lower than model-predicted leachate recovery rates. Supplemental propane costs were estimated at \$1,650 per year. Approximately \$332,000 has been spent in total for the first three (3) years of operation because of the need to operate the MES nearly continuously. Remediation upgrades were implemented in October 2003 on the MES/MMS at a cost of approximately \$90,000. Remediation upgrades were implemented in September 2004 on the LES at a cost of approximately \$11,500. KERAMIDA will continue to review and evaluate options to reduce O&M costs. The O&M costs and the overall costs for major components are summarized in Tables 2 and 3 below.

Table 2

#### Estimated & Actual Annual Operation and Maintenance (O&M) Cost Breakdown

| Estimated Cost |           |           | Actual Cost |           |           |
|----------------|-----------|-----------|-------------|-----------|-----------|
| Year 1         | Year 2    | Year 3    | Year 1      | Year 2    | Year 3    |
| \$870,000      | \$870,000 | \$801,360 | \$553,000   | \$647,000 | \$633,000 |

Table 3

#### Estimated & Actual Overall Costs for Major Components and 3-Year Total Cost

| Item Description                           | Estimated Cost | Actual Cost |
|--|----------------|-------------|
| Leachate Treatment and Disposal            | \$1,555,200    | \$124,830   |
| Methane System Supplemental Fuel (Propane) | \$4,950        | \$332,000   |
| LES Upgrades                               | \$11,500       | \$11,500    |
| MES/MMS Upgrades                           | \$90,000       | \$90,000    |
| O&M Total Cost for first 3 Years           | \$2,541,360    | \$1,833,000 |

## **V. FIVE YEAR REVIEW PROCESS**

### **Administrative Components**

The Five Year Review team was led by Kevin Herron of IDEM, currently assigned as the State PM for the TSL Site. Members of the Five-Year Review team included Linda Kern, RPM with EPA, and Brian Wagner, Field Engineer with IDEM. Doug Zabonick and Robert Fedorchak with KERAMIDA, the PRPs Consultant, also assisted in the Five-Year Review process for this Site.

The review consisted of a Site inspection and review of relevant documents. The completed report will be available in the Site information repository located at the Tippecanoe County Public Library at 627 South Street, Lafayette, IN 47901.

In January 2005, the review team established and followed the review schedule as follows:

- Document Review;
- Data Review;
- Community Involvement via quarterly open hearings held by the Tippecanoe County Environmental Response Fund (TERF) Board;
- Press Release;
- Site Inspection; and
- Five-Year Review Report Development and Review

### **Community Involvement**

The public was notified of the five-year review on January 25 and April 28, 2005, during the quarterly TERF Board public meetings, which were published in newspaper ads in the Lafayette Journal & Courier. No members of the public expressed interest in or commented on the Five-Year Review.

### **Document/Data Review**

The following documents were reviewed during the five-year review process: RI/FS; ROD; ESD; Preliminary Close-Out Report; Final Pre-Certification Inspection Report; Final O&M Plan; quarterly, semi-annual, and annual O&M Reports; quarterly and annual Groundwater and Surface Water Monitoring Reports; and various correspondence.

### **Landfill Cap/Levee/Perimeter Fencing Performance**

The landfill cap and levee have remained in good condition with minimal erosion since O&M activities began, in spite of several major rain events that resulted in flooding that surrounded the levee. All erosional areas were repaired and seeded per the design specifications. The holes of burrowing mammals were repaired and reseeded and areas of thinning grass were also reseeded to fully establish the required vegetative cover. Fencing has remained in good order and all signs have remained properly posted and found to be legible.

### Leachate Recovery, Monitoring, and Performance

Overall, leachate recovery is functioning at rates lower than those predicted by the model in the original design of the system. Typically, leachate recovery rates lower than those predicted by the model are not uncommon. The lower leachate recovery rates are likely the result of the actual permeability of the waste being lower throughout the landfill than the conservative value used in the model. Leachate levels in the majority of the landfill's perimeter pumping wells and non-pumping wells have maintained substantial compliance with the required elevation of 526 feet mean sea level (MSL). Most of the landfill's interior pumping and non-pumping wells have also maintained substantial compliance with the required elevation. The primary reasons the remaining wells have not met the required leachate elevation has been occasional pump failures, improper wiring, faulty instrument control panels, and silting of wells. Measures to resolve pump function issues with the manufacturer have been on-going since the beginning of O&M activities. KERAMIDA continues to make repairs and adjustments to the pumping wells in order to obtain optimal leachate recovery rates, as well as maintain and attain the required leachate elevation of 526 feet MSL. The manufacturer of the pumping system has made several site visits and made necessary repairs, changes, and upgrades to their faulty equipment.

Historical siltation issues in leachate recovery well (LRW) -15 and Piezometer H indicated and resulted in the need to modify these two pumping wells. A design (LES Remedial Upgrade) was developed and approved by IDEM. Both wells were redeveloped, fitted with a new smaller diameter well within it (annulus filled with sand pack), and fitted with a retrofitted leachate pump in September 2004. Piezometer H was fully operational in October 2004 and LRW-15 was fully operational in early December 2004. These two wells continue to operate and properly function per the LES Remedial Upgrade design.

### Methane Recovery, Monitoring, and Performance

Overall, methane levels have decreased significantly since initial monitoring events in October 2001 indicated high methane levels at various points. The MES has steadily removed methane from gas probe clusters 1 through 11 and has flared an estimated 904.3 tons of methane since start-up in October 2001. Balancing of the MES has been conducted routinely to maximize the removal of methane from areas of the landfill that are monitored by gas probe (GP) clusters 1 through 11 of the MMS. Methane level exceedances above the 5% methane compliance limit at various gas probes for the Site property boundary have occurred at infrequent intervals since O&M activities began. All exceedances have been rectified as soon as possible with most exceedances being rectified within a two (2) to 36 hour time interval. All exceedances are documented and reported to IDEM as required. MES operation does not appear to significantly affect methane levels at gas probe GP-1M. KERAMIDA is currently reviewing options to aid in the reduction of methane levels near this gas probe. IDEM staff will be kept informed of progress regarding this issue. KERAMIDA continues to monitor and manually adjust the MES on a daily basis to maximize methane removal and ensure ARAR and ROD compliance. Reducing man-hours and daily monitoring and adjustments of the MES are factors in the options being reviewed to reduce methane levels and exceedances in gas probe GP-1M.

Since April 2003, KERAMIDA has been testing various operational schedules to minimize the MES's operational time, thereby lowering supplemental propane usage, while maintaining methane levels below the 5% compliance limit in gas probe clusters 1 through 11. Several operational schedules

had been tested and the current operational schedule of 8 hours/day on Mondays through Thursdays, and continuously on Fridays and the weekend best achieves the above goals. As a result of the increased price of propane, KERAMIDA is re-evaluating cost saving alternatives, including the use of natural gas by establishing natural gas service (via pipeline) to the landfill. Alternative fuel sources had previously been evaluated and were determined to not be cost effective. Vectren Energy Delivery (Vectren) was contacted about delivering natural gas to the MES from the west side of 9<sup>th</sup> Street.

Historical methane exceedances in GP-15S, 22S, 23S, 24S, and 25S during 2001-2003 indicated the need to develop options to reduce methane concentrations at the property lines. A design (MES/MMS Remedial Upgrade) was developed and approved by the IDEM and twelve (12) new shallow gas probes (GP-27 through GP-38) and eight (8) passive methane extraction wells (MEW-11 through MEW-18) equipped with landfill gas solar vent flares were installed and made operational/functional in October 2003. After the design was implemented and operational, methane levels in the gas probes have been below the 5% methane limit, except on one occasion at GP-15S and GP-22S. It should be noted that during the majority of monitoring events since the upgrade, methane levels could not be collected from gas probes 16S through 38S, because of high water levels within or surrounding them.

The passive landfill gas vent flares, attached to the pumping and non-pumping wells, have been burning methane and/or sparking (i.e., the methane level/flow was too low to burn) since O&M activities began. Various passive landfill gas vent flares have required repairs and/or replacement to bring them back into compliance.

Gas alarms located in the Site office trailer, in the Wildcat Creek Solid Waste Conservation District Office, and in two nearby residences have been monitored per the Methane Monitoring Plan since O&M activities began. There have been no indications of any alarms being triggered.

#### Groundwater Monitoring

Groundwater data is collected during quarterly groundwater and surface water monitoring events and used to assess the quality of groundwater at the Site; evaluate the effectiveness of the landfill cap and LES in mitigating groundwater contamination beneath and downgradient of the landfill; and to consider whether a contingency plan to further mitigate groundwater contamination is warranted. O&M phase groundwater monitoring was implemented at the Site beginning in January 2002.

Two forms of statistics were performed on the data from the Site. First, prediction intervals were calculated based on the sample results from background wells MW-9A, MW-12A, MW-13A, MW-18A, MW-19A, MW-19B, and MW-19C. Three prediction intervals were calculated for each constituent, one based on each well depth (A, B, and C). The results of the downgradient well sampling were then compared to calculated prediction intervals. Second, the Mann-Kendall trend analysis was conducted for each parameter at each well in the monitoring program.

The results of the Mann-Kendall tests are presented in Table 4 (see following page) for reference. By examining this table, features important to interpreting the data are clear. There are no wells or constituents with unexplainable trends that would indicate releases during the two years covered in the trend analysis. Strong vertical lines of statistically significant trends (vertical structure)

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Notes:

- Page 1 of 1

were exhibited by two constituents. Dissolved selenium and fluoride each have a large number of apparent trends associated with them. However, upon examination of the actual data, the trends are likely due to fluctuations in the detection limits associated with these constituents. For example, an increasing trend will be present if the detection limits increase over time even though nothing was ever detected.

In addition, horizontal lines of statistically significant trends (horizontal structure) were exhibited by six wells (MW-3ARR, MW-11B, MW-13A, MW-17A, MW-18A, and MW-19A). Of these six wells, three are background wells (MW-13A, MW-18A, and MW-19A). This indicates that the source of a large part of the trends is hydrogeologic in nature. These trends are probably due to overall changes in the system rather than an influence from the landfill.

The wells in Table 2 are divided into background wells, point of compliance wells, and off-site wells. It can be seen that the percentage of wells in each category with increasing trends is very similar. This means that a proportional number of the increasing trends are observed in background wells which have not been influenced by the landfill.

Chloride is a common constituent found in landfill leachate and is, therefore, a good indicator parameter for conditions at the Site. Chloride is also a naturally occurring element and was detected in all thirty-six wells at the Site. The results of the statistical analyses indicate that chloride exceeded the calculated upper prediction limits in 24 of 29 downgradient wells. In addition to prediction limits, trends were examined. For chloride, only five wells showed any statistically significant trends. Four decreasing trends and one increasing trend were present in the downgradient wells. This pattern of one increasing and four downward trends indicates that past leakage has occurred and also explains the exceedances of prediction limits. However, with only one statistically increasing trend, but with four statistically decreasing trends in downgradient wells, the leakage appears to be under control.

Total dissolved solids (TDS) are also a common constituent found in groundwater impacted by landfill leachate. TDS is also naturally occurring and was detected in all 36 monitoring wells at the Site. The results of the statistical analysis indicate that TDS exceeded the calculated upper prediction limits in 27 of 29 downgradient wells. In the trend analysis, one decreasing trend and no increasing trends were present in the downgradient wells. In addition, TDS concentrations exceeded the Secondary Maximum Contaminant Level (SMCL) in 26 of 29 downgradient wells and 3 of 7 upgradient wells. This pattern indicates that past leakage has occurred and also explains the exceedances of prediction limits and SMCLs. However, with only one statistically decreasing trend and no statistically increasing trends in downgradient wells the leakage appears to be under control.

pH is also a common indicator of landfill leachate impacts to groundwater. The results of the statistical analysis indicate that pH exceeded the upper prediction limits in 9 of 29 downgradient wells and fell below the lower prediction limits in 14 of 29 downgradient wells. In the trend analysis, one increasing trend and no decreasing trends were present in the downgradient wells. In addition, pH was outside the SMCL range in 11 of 29 downgradient wells and 2 of 7 upgradient wells. This pattern indicates that past leakage has occurred and also explains the exceedances of prediction limits and SMCLs. However, with only one statistically increasing trend and no statistically decreasing trends in downgradient wells the leakage appears to be under control.

The parameters of chloride, TDS, and pH are common indicators of landfill leachate impacts on groundwater. The results of the trend analysis indicate that only two increasing trends are present and the bulk of the tests indicated no increasing or decreasing trends. This indicates that the landfill cap is working and that the leachate impact on surrounding groundwater has tremendously decreased.

### **Institutional Control Investigation/Study**

An Institutional Control (IC) investigation/study was conducted to verify that deed restrictions, including provisions for the protection of the remedial actions taken and the prohibition of wells on the Site to be used for a water supply, are in effect on TSL Site property. The investigation/study results indicated that all IC's required by the ROD appear to be in place. See Attachment 1 for documentation. Also, with respect to the ROD's requirement of offsite well use restrictions in areas where groundwater contamination remains at unacceptable levels, the TERF Board has acquired those areas and closed the wells in question, eliminating them as a potential pathway for exposure. It should be noted that no change in land use or ownership is planned at the TSL Site. However, the IC study should be supplemented to include an analysis of the deed restrictions' enforceability as a precaution. This should be completed in the next six (6) months.

### **Site Inspections**

At a minimum, annual inspections of the Site have been conducted by IDEM staff. The most recent inspection was conducted on May 11, 2005, by the IDEM PM and Field Engineer. The purpose of the inspections was to assess the protectiveness of the remedy. The landfill cover is well vegetated. The leachate extraction system was adequately operating with only two pumping wells being down for upgrade and service. The methane extraction system was functioning properly under current design specifications and construction. All methane monitoring probes were in compliance. Flood waters from recent heavy rain events had subsided to near normal conditions. Perimeter flood protection, perimeter fencing, and all roadways were in good condition. The flooding continues to hamper establishment of the replacement wetland areas, but this issue does not affect the performance or protectiveness of the remedy. (Wetland replacement was not required by the ROD and has no direct impact on the final remedy.) Photos documenting Site conditions are included in Attachment 2.

### **Interviews**

Informal interviews were conducted with citizens living in the immediate vicinity of the Site. The citizens that were available for comment had no complaints concerning the Site operations since construction completion in 2001, and had no comments regarding the Five-Year Review. There is an office on the Site that is manned 4 to 5 days per week and open to the public. The TERF Board, the Public entity responsible for the Site, historically held public meetings every month during remedy design and construction. In 2002, with the commencement of O&M, the meetings were reduced to quarterly meetings. The TERF Board Meetings are public noticed in the local newspaper and on community bulletin boards in local public offices. The notifications indicate that public comments are accepted during the meetings. The notice for the April 2005 TERF Board Meeting stated that public comments for the Five-Year Review would be accepted during the meeting. No one from the

community attended this meeting. In the last three and one-half years, the meetings have been attended by two community members. These citizens attended the April 2002 TERF Board Meeting (shortly after construction completion at the Site) and requested the TERF Board attempt to plant some native vegetation in some areas of the Site to the extent possible without negative impact to the final remedy.

## **VI. TECHNICAL ASSESSMENT**

### **Question A: Is the remedy functioning as intended by the decision documents? Yes**

Nothing observed at the Site would be an imminent threat to the integrity of the cap or associated systems (LES, MES, etc). The fence around the Site is intact and in good condition and IC's required by the ROD appear to be in place. While ownership of the Site is expected to remain with the TERF Board, as a precaution, the Board is directed to analyze the enforceability of the ICs as an action item. Even though there have been periodic exceedances of the methane compliance limit in several locations, upgrades to the MES have eliminated most of these exceedances, except for gas probe GP-1M. Exceedances for GP-1M are currently being adequately addressed with daily monitoring and MES adjustments. Additional upgrades under consideration are anticipated to address this issue and reduce the frequency of monitoring and MES adjustments. Also, despite leachate compliance exceedances in several LRWs and piezometers, recent actions taken by the PRPs' consultant and LES manufacturer have significantly reduced these exceedances. Additional adjustments and upgrades are planned that are anticipated to reduce exceedances even more.

### **Question B: Are the exposure assumptions, toxicity data, cleanup levels, and remedial action objectives (RAOs) used at the time of the remedy selection still valid? Yes**

There have been no changes in conditions at the Site that would affect the protectiveness of the remedy.

### **Question C: Has any other information come to light that could call into question the protectiveness of the remedy? No**

There is no other information that calls into question the protectiveness of the remedy.

#### Technical Assessment Summary

According to documentation reviewed and Site inspections, the remedy is functioning as designed. There have been no changes in conditions at the Site that would affect the protectiveness of the remedy. As a precaution, the enforceability of the ICs should be evaluated. There is no other information that calls into question the protectiveness of the remedy.

## VII. ISSUES

Table 5 -- Issues

| Issue   | Currently Affects Protectiveness (Y/N) | Affects Future Protectiveness (Y/N) |
|---|--|-------------------------------------|
| Several leachate recovery wells and piezometers have periodically had difficulty meeting the required leachate elevation due to occasional pump failures, improper wiring, faulty instrument control panels, and silting of wells.  | No                                     | Yes                                 |
| Methane level exceedances above the 5% methane compliance limit have occurred at infrequent intervals at various gas probes for the Site property boundary since O&M activities began, particularly gas monitoring probe 1 (GP-1M). | No                                     | Yes                                 |
| Analysis of deed restrictions' enforceability is required.  | No                                     | Yes                                 |

## VIII. RECOMMENDATIONS AND FOLLOW-UP ACTIONS

Table 6 – Recommendations and Follow-up Actions

| Recommendations/<br>Follow-up Actions  | Responsible Party | Oversight Agency | Milestone Date | Affects Protectiveness (Y/N) |        |
|--|-------------------|------------------|----------------|------------------------------|--------|
|  |                   |                  |                | Current                      | Future |
| Complete repairs to Leachate Recovery System and assure continuous operation.  | PRPs              | IDEM             | October 2005   | No                           | Yes    |
| Upgrade Methane Extraction System to improve and maintain compliance (i.e., gas probe GP-1M) and reduce manual adjustments, supplemental fuel use, and daily monitoring. | PRPs              | IDEM             | June 2006      | No                           | Yes    |
| Complete IC study by analyzing deed restrictions' enforceability.  | PRPs              | IDEM             | March 2006     | No                           | Yes    |

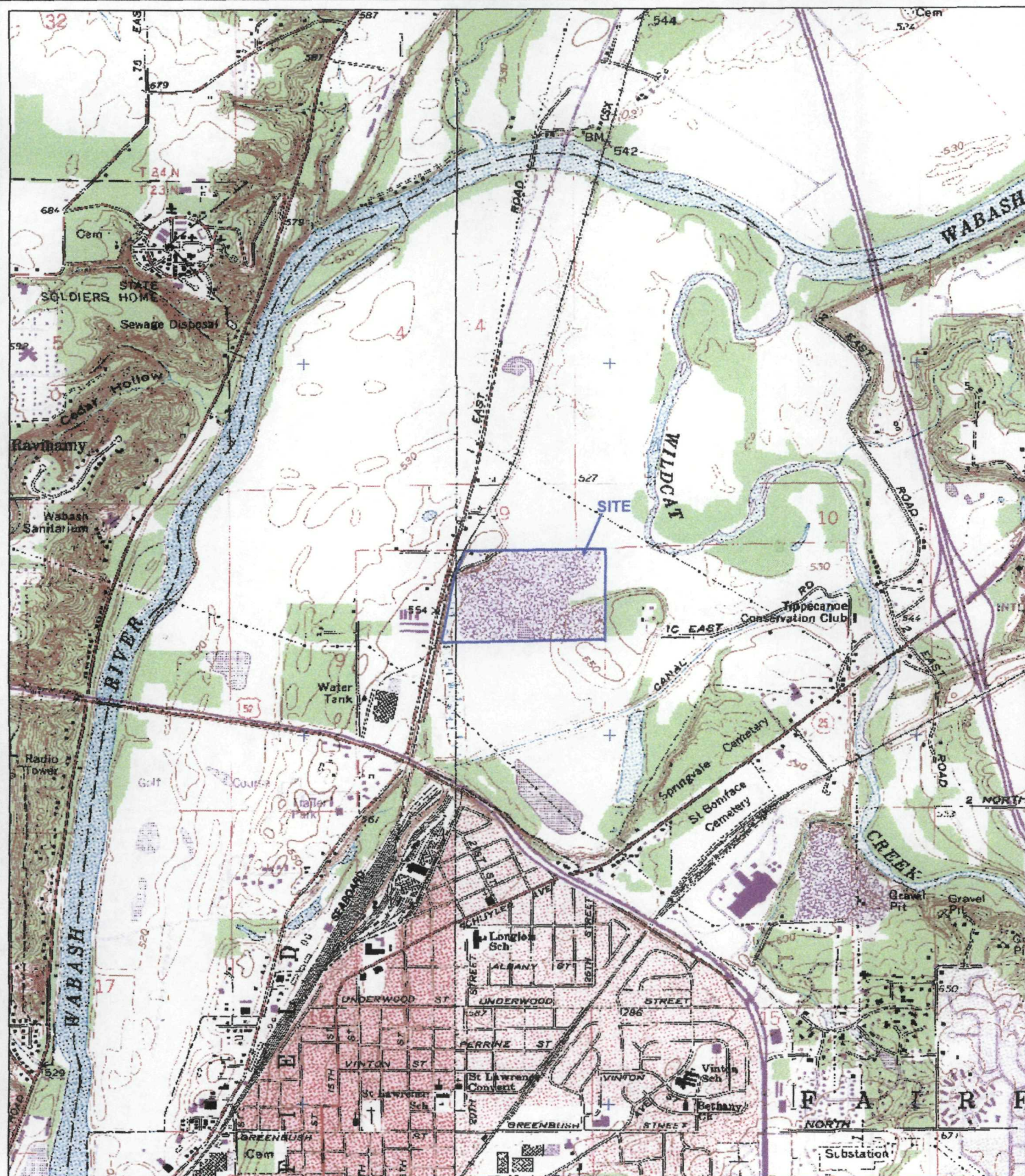
## IX. PROTECTIVENESS STATEMENT

The review indicates that the remedy is effective and the remedy is protective of human health and the environment in the short term. The impact of leachate on groundwater has greatly decreased. The Site is in substantial compliance with landfill gas/methane ARARs due to continuous monitoring and adjustments to the methane extraction system. Off-site methane alarm systems are maintained and functioning properly. Any potential threats have been addressed. Institutional controls required by the ROD appear to be in place. However, to be protective in the long term, the institutional controls must be evaluated for effectiveness and enforceability.

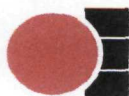
## **X. NEXT REVIEW**

The next five-year review will be completed by September 2010, which is five years from the date of this five-year review.

## Figures



KERAMIDA Environmental, Inc.  
 330 North College Avenue  
 Indianapolis, Indiana 46202  
 (317) 685-6600  
 (317) 685-6610 FAX

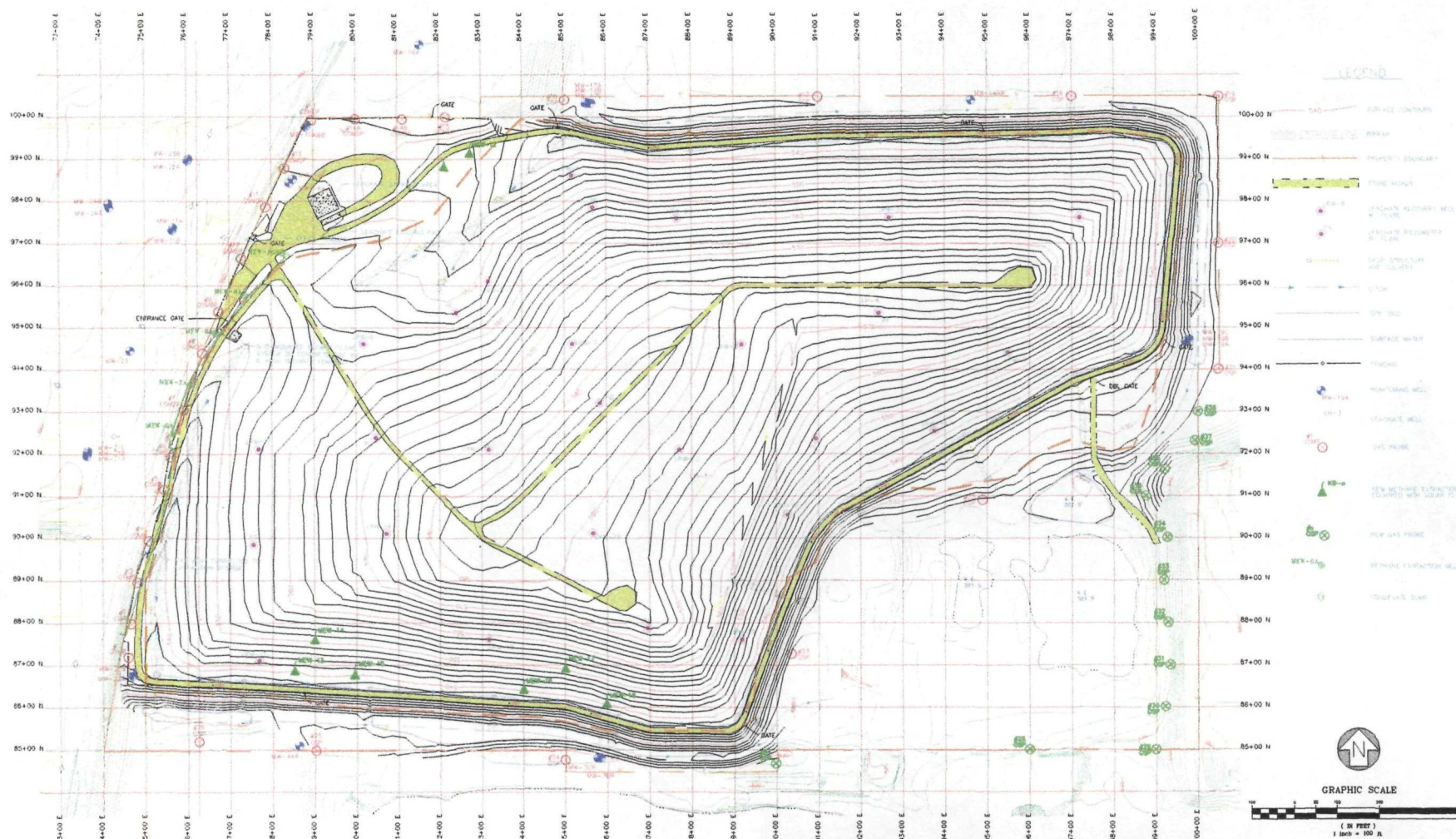


**Figure 1**  
**Site Location Map**  
**Tippecanoe Sanitary Landfill Superfund Site**  
**2801 North 9th Street**  
**Lafayette, Tippecanoe County, Indiana**

Prepared by : CKRSF  
 Approved by : RSF  
 Date : 3/14/2005  
 Scale : 1"=2000'  
 KEI Number : 2601C



S:\CLIENTS\Veri\2001C-G\Reports\Five-Year Review Reports\Initial\Figure 2 Site Map.dwg, 5/25/2005 1:34:23 PM



Base Final Grade Plan Provided by Regional Services Corporation



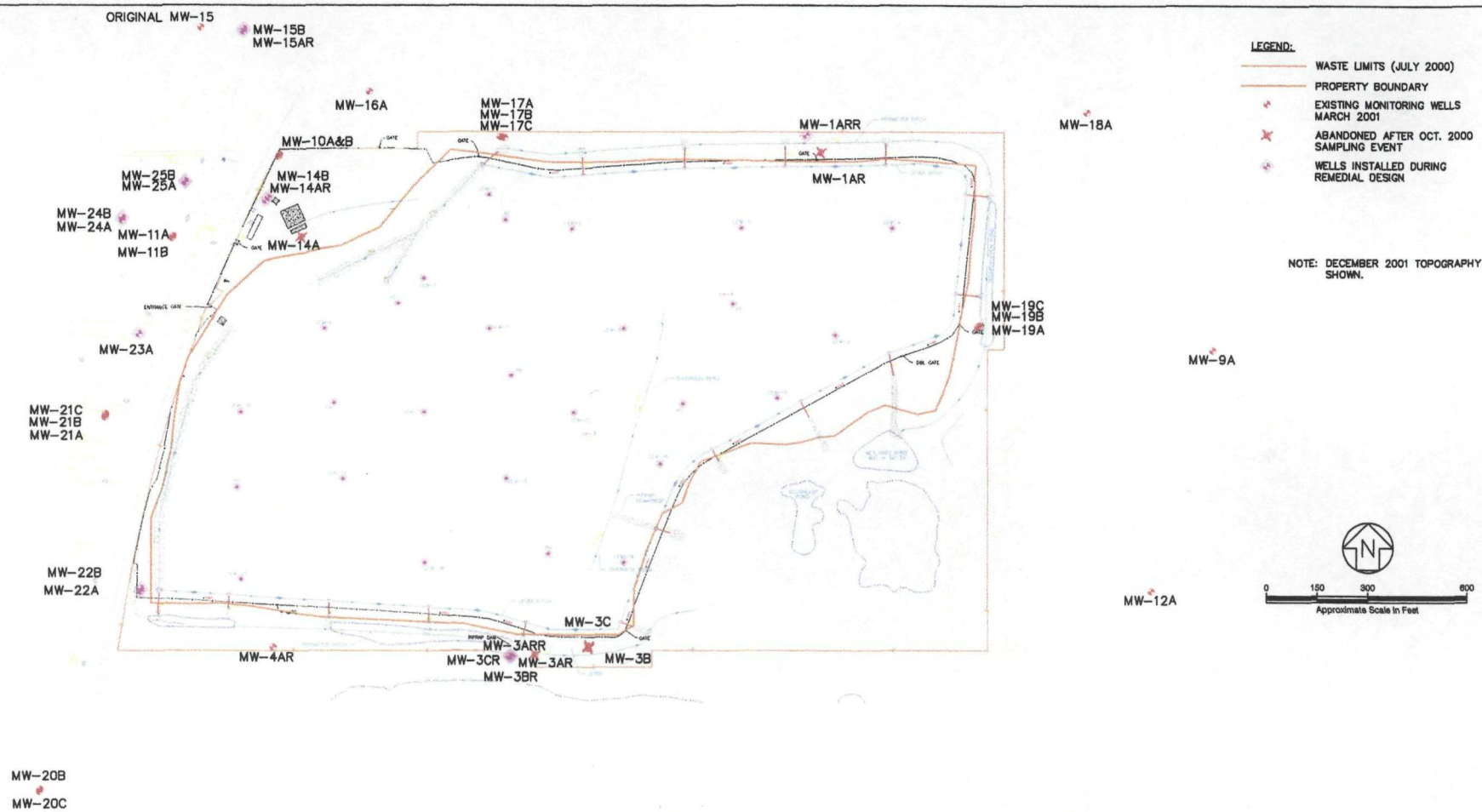
Project: Tippecanoe Sanitary Landfill Superfund Site  
2801 North 9th Street  
Lafayette, Tippecanoe County, Indiana


|                       |                      |
|-----------------------|----------------------|
| Scale: None           | Drawn By: CMR        |
| Project Number: 2601C | Approved By: RSF     |
| Date: June 13, 2003   | Revised: May 5, 2005 |

Figure 2

Site Map

X:\Clients\T2601C-0\Reports\Five-Year Review Reports\Figure 3 Monitoring Well Location Map.dwg, 5/25/2005 1:38:36 PM



|   |  |                      |   |  |
|---|--|----------------------|---|--|
|  <b>KERAMIDA</b><br>ENVIRONMENTAL, INC.<br>ENGINEERING-CONSULTING-REMEDIATION | Project: Tippecanoe Sanitary Landfill Superfund Site<br>2801 North 9th Street<br>Lafayette, Tippecanoe County, Indiana |                      | <b>Figure 3</b><br><br>Monitoring Well Location Map |  |
|   | Scale: 1" = 300'   | Drawn By: SMT        |   |  |
|   | Project Number: 2601C  | Approved By: RSF     |   |  |
|   | Date: Dec. 23, 2002  | Revised: May 5, 2005 |   |  |

Attachment 2

Photos Documenting Site Conditions



Landfill cover with vegetation on western top of landfill facing north



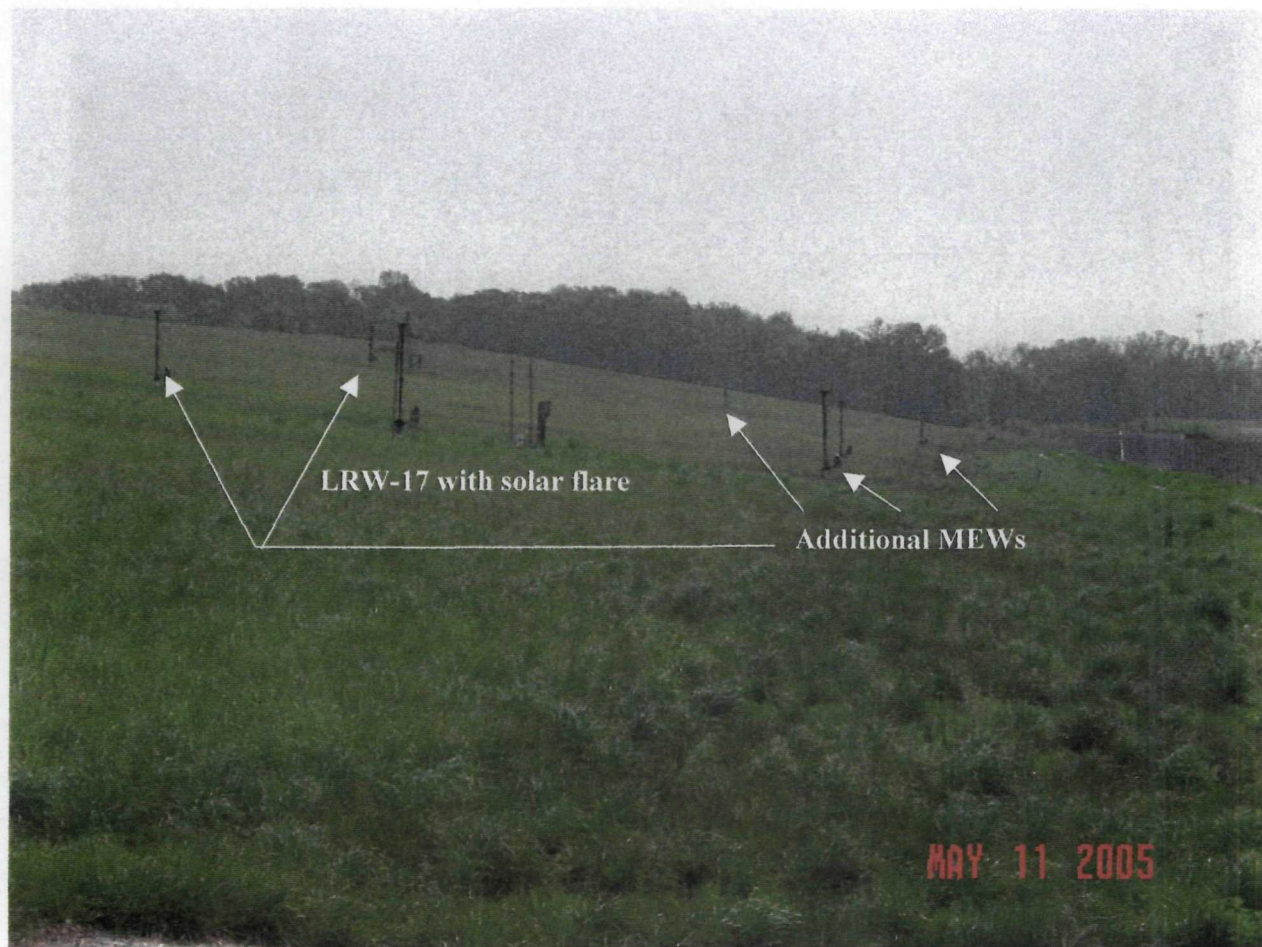
Landfill cover with vegetation on eastern top of landfill facing southwest



North perimeter roadway, security fence, and drainage ditches



Leachate storage tanks and tanker truck loading area



LRW-17 with solar flare and additional solar flares (methane extraction wells) installed on southern landfill slope for methane control



Western landfill rip-rap drainage ditch



LRW-4 with solar flare, perimeter road, MW-18A (in farm field), and Wildcat Creek in background



East perimeter road, drainage ditch, gas monitoring probes, methane extraction wells, and candlestick flare



East perimeter road, methane extraction well, and candlestick flare with propane fuel tank.

## Attachment 1

### Institutional Control Documentation

9830064 11/06/1998 09:10A 1 of 1  
Pamela K. Berglund, Tippecanoe County Recorder

106-4400-0042

**NOTICE OF ENTRY OF CONSENT DECREE AND  
DECLARATION OF RESTRICTIONS AND COVENANTS  
UPON REAL ESTATE**

THIS NOTICE OF ENTRY OF CONSENT DECREE (the "Notice") AND DECLARATION OF RESTRICTIONS AND COVENANTS UPON REAL ESTATE (the "Declaration") is made this 2nd day of November, 1998 by John D. and Linda S. Gilmore ("Owners"), and under the following circumstances:

**WITNESSETH:**

WHEREAS, Owners are the title holder of certain real property in Tippecanoe County, Indiana, the legal description of which is attached hereto as Exhibit "A" (the "Real Estate"); and

WHEREAS, on March 31, 1998, the State of Indiana and the Tippecanoe County Local Environmental Response Finance Board ("Settling Defendant") and Owners entered into a Consent Decree in State of Indiana v. Tippecanoe County Local Environmental Response Finance Board, et al, Civil No. 4:98CV0029 AS, in the United States District Court, Northern District of Indiana (the "Consent Decree"), which Consent Decree was duly entered and approved by the Honorable Allen Sharp, United States District Judge, on August 13, 1998, the Notice of which is hereby given of record in the Office of the Recorder, Tippecanoe County, Indiana; and

WHEREAS, the purpose of the Consent Decree was to, inter alia, memorialize the agreements and undertakings with respect to certain environmental remedial design and remedial actions (collectively the "RD/RA") to be performed on property located in Tippecanoe County, Indiana, said property being defined as the "Site" pursuant to the Consent Decree; and

WHEREAS, the Consent Decree requires that Owner Defendants give the Notice and use their best efforts to have placed of record certain restrictions and covenants which will effect and protect the RD/RA to be performed on the Site; and

WHEREAS, the Real Estate owned by the Owners comprise a part of the Site; and

NOW, THEREFORE, in consideration of the foregoing, owners hereby declare and impress upon the Real Estate the following restrictions and covenants:

1. Owners shall use their best efforts to restrict use of and access to the Real Estate in such manner to ensure that:

A. There shall be no interference of any sort, by any person, with construction, operation, maintenance, monitoring, and efficacy of all

DULY ENTERED FOR TAXATION  
SUBJECT TO FINAL ACCEPTANCE  
FOR TRANSFER.

NOV 06 1998

Barbara K. Hildner  
AUDITOR OF TIPPECANOE CO KP

components and structures and improvements resulting from or relating to the remedial actions implemented pursuant to this Consent Decree;

B. There shall be no operations on the Real Estate which extract, consume or otherwise use the groundwater underlying the Real Estate or adjoining property except as provided for in the course of carrying out the terms of this Consent Decree;

C. There shall be no agricultural, recreational, residential, commercial, or industrial use of the Real Estate including, but not limited to, any excavation, grading or other activity involving movement of soils at the Site, and any construction or placement of any residences, buildings, or structures -- fixtures or otherwise -- other than the purpose of implementing, monitoring, and maintaining the response action required by the Consent Decree; and

D. There shall be no construction, installation, or use of any buildings, wells, pipes, roads, ditches, or any other structures -- fixtures or otherwise -- on the Real Estate that may affect the construction, physical integrity, operation and maintenance, or efficacy of the Work (as that term is used in the Consent Decree) undertaken pursuant to the Consent Decree including without limitation the Facility's: security fence, landfill cap, groundwater monitoring systems, unless such construction, installation or use is approved in advance, in writing, by U.S. EPA, in consultation with the State.

2. Owners, their successors and assigns shall faithfully observe each of the restrictions and covenants stated herein.

3. The restrictions and covenants stated herein shall run with the Real Estate, and the conveyance of any interest therein, and are granted for the benefit of and shall be enforceable by U.S. EPA, the State of Indiana, the Settling Defendant, their successors and assigns.

4. If the Owners, their successors and assigns, at any time violate, threaten or attempt to violate, or fail to faithfully observe or perform each of the foregoing restrictions and covenants upon the Real Estate, it shall be lawful for U.S. EPA, the State of Indiana or the Settling Defendant, in addition to other remedies available under law or equity, to institute and prosecute appropriate proceedings, judicial or other, at law or in equity for the wrong done, threatened or attempted.

5. Any person, corporation, partnership or other entity, including Owners, who is the title owner of or controls the Real Estate which is subject to the restrictions and covenants hereof, may ask the State of Indiana for a determination that one or more of said restrictions and covenants is no longer required in order to prevent interference with construction, operation, maintenance, monitoring and efficacy of the RD/RA taken pursuant to the Consent Decree, or to protect human health and the

environment. Upon request, U.S. EPA in consultation with the State of Indiana, shall determine whether such restrictions and covenants can be extinguished.

6. The most recent deed of record for the Real Estate is Document No. Book 82 Page 1868 recorded on August 19, 1982 in the Office of the Recorder, Tippecanoe County, Indiana.

IN WITNESS WHEREOF, Owners have executed this Notice of Entry of Consent Decree Declaration of Restrictions and Covenants upon Real Estate as of day and year first written above.

"Owners" John D. Gilmore

John D. Gilmore  
JOHN D. GILMORE

STATE OF INDIANA )  
COUNTY OF TIPPECANOE ) SS:

Before me, the undersigned, a Notary Public in and for said County and State, this 2nd day of October, 1998, personally appeared John D. Gilmore, and acknowledged the execution of the foregoing to be voluntary act and deed, for the uses and purposes therein set forth.

WITNESS my hand and notarial seal.

Beth A Paddock Faust  
Notary Public

Beth A Paddock Faust  
Printed

My Commissioner Expires:

9-25-2006

County of Residence:

Tippecanoe

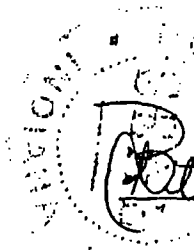
"Owners" Linda S. Gilmore

Linda S Gilmore  
LINDA S. GILMORE

STATE OF INDIANA )  
 ) SS:  
COUNTY OF TIPPECANOE )

2nd Before me, the undersigned, a Notary Public in and for said County and State, this  
day of November, 1998, personally appeared Linda S Gilmore  
and acknowledged the execution of the foregoing to be voluntary act and deed, for the uses  
and purposes therein set forth.

WITNESS my hand and notarial seal.

 Beth A Paddack Foust  
Notary Public

Beth A Paddack Foust  
Printed

My Commissioner Expires:

9-25-2006

County of Residence:

Tippecanoe

This document was prepared by:

STUART & BRANIGIN  
Anthony S. Benton  
P.O. Box 1010  
Lafayette, Indiana 47902  
133112.1

## EXHIBIT A

A part of the Reservation of the two eldest children of Peter Longlois in Township Twenty-three (23) North, Range Four (4) West, described as follows:

Beginning at a stone in the North line of said Reservation placed equidistant from the Northeast and Northwest corner of said Reservation; thence running South on a line dividing the share of Peter Longlois and Elizabeth Allen ninety-one (91) poles; thence West two hundred twenty seven and 60/100 (227.60) poles to the West line of said Reservation; thence North with said West line thirty and 92/100 (30.92) poles to Justice's Corner; thence East with Justice's line seventy-two and 56/100th (72.56) poles to the center of the road leading from Lafayette to Davis Ferry; thence with said Road North ten and one-half (10 1/2) degrees East nineteen and 28/100 (19.28) poles; thence North eighteen (18) degrees East forty-three and 12/100 (43.12) poles to the North line of said Reservation; thence East with said North line one hundred thirty-eight and 20/100 (138.20) poles to the place of beginning containing one hundred (100) acres, more or less.

EXCEPT the right of way of C I & L Railroad and except a school lot conveyed to the Trustee of Fairfield Township by deed executed February 17, 1862 and recorded in Deed Record 172, Page 186.

EXCEPTING ALSO, fourteen (14) acres heretofore sold to Herman Bilsma and wife lying West of said Railroad as recorded in Deed Record 122, Page 145.

EXCEPTING ALSO, the tract heretofore conveyed to the Union Sandstone Brick Company which deed is recorded in Deed Record 120, Page 461.

EXCEPTING ALSO, beginning at a point on the northern line of the West Half of Longlois Reserve, said point being located South 89° 53' 00" West, 1,524.34 feet from the northeastern corner of the West Half of Longlois Reserve; thence South 53° 43' 30" West, 287.85 feet; thence South 47° 50' 30" West, 152.49 feet; thence South 78° 17' 30" West, 314.12 feet; thence South 47° 36' 30" West, 141.17 feet to the eastern right of way line of the Chicago, Indianapolis, and Louisville Railroad; thence traversing the eastern right of way line of Chicago, Indianapolis, and Louisville Railroad the following two courses: North 67° 48' 36" West, 25.00 feet; thence northeasterly on a curve to the right having a central angle of 6° 03' 14", a radius of 4,374.87 feet, an arc distance of 462.25 feet to the northern line of the West Half of said Longlois Reserve; thence North 89° 53' 00" East along the northern line of the West Half of said Longlois Reserve, 589.60 feet to the point of beginning, containing 3.43 acres, more or less.

The land hereby described and burdened by this Declaration of Restrictions and Covenants Upon Real Estate containing seventy-six and fifty-seven hundredths (76.57) acres, more or less.

LEGAL DESCRIPTION  
of  
TIPPECANOE SANITARY LANDFILL  
owned by  
TIPPECANOE COUNTY LOCAL ENVIRONMENTAL RESPONSE FINANCING BOARD

TRACT ONE (The following described parcels of real estate, referenced as Parcels A through D, are identified in the records of the Office of the Auditor of Tippecanoe County, Indiana, as Key No. 106-06400-0042):

PARCEL A

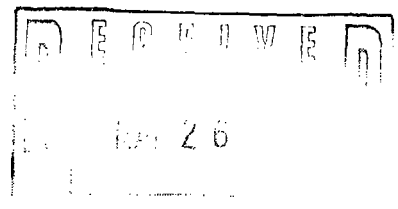
*In May 2000, this parcel was acquired from John D. Gilmore and Linda S. Gilmore, husband and wife. This parcel is subject to the terms and provisions of Notice of Entry of Consent Decree and Declaration of Restrictions and Covenants, dated November 2, 1998, recorded November 6, 1998, in the Office of the Recorder of Tippecanoe County, Indiana, as Document Number 9830064, by John D. and Linda S. Gilmore, Owners.*

A part of the Reservation of the two eldest children of Peter Longlois in Township Twenty-three (23) North, Range Four (4) West, described as follows:

Beginning at a stone in the North line of said Reservation placed equidistant from the Northeast and Northwest corner of said Reservation; thence running South on a line dividing the share of Peter Longlois and Elizabeth Allen ninety-one (91) poles; thence West two hundred twenty seven and 60/100 (227.60) poles to the West line of said Reservation; thence North with said West line thirty and 92/100 (30.92) poles to Justice's Corner; thence East with Justice's line seventy-two and 56/100<sup>th</sup> (72.56) poles to the center of the road leading from Lafayette to Davis Ferry; thence with said Road North ten and one-half (10 ½) degrees East nineteen and 28/100 (19.28) poles; thence North eighteen (18) degrees East forty-three and 12/100 (43.12) poles to the North line of said Reservation; thence East with said North line one hundred thirty-eight and 20/100 (138.20) poles to the place of beginning containing one hundred (100) acres, more or less.

EXCEPT, the right of way of C I & L Railroad and except a school lot conveyed to the Trustee of Fairfield Township by deed executed February 17, 1862 and recorded in Deed Record 172, Page 186.

EXCEPTING ALSO, fourteen (14) acres heretofore sold to Herman Bilsma and wife lying West of said Railroad as recorded in Deed Record 122, Page 145.



EXCEPTING ALSO, the tract heretofore conveyed to the Union Sandstone Brick Company which deed is recorded in Deed Record 120, Page 461.

EXCEPTING ALSO a part of the West half of Longlois Reserve, located in Township 23 North, Range 4 West, Fairfield Township, Tippecanoe County described as follows:

Beginning at a point on the northern line of the West half of Longlois Reserve, said point being located South 89° 53' 00" West, 1,865.30 feet from the northeastern corner of the West half of Longlois Reserve; thence South 27° 40' 00" West, 104.64 feet; thence North 75° 18' 00" West, 5.38 feet; thence South 59° 42' 00" West, 10.76 feet; thence South 14° 42' 00" West 21.75 feet; thence North 76° 17' 00" West, 116.55 feet; thence North 6° 24' 00" East, 90.32 feet to the northern line of the West half of Longlois Reserve; thence North 89° 53' 00" East along the northern line of the West half of Longlois Reserve, 171.75 feet to the point of beginning, containing 0.36 of an acre, more or less.

EXCEPTING ALSO, beginning at a point on the northern line of the West Half of Longlois Reserve, said point being located South 89° 53' 00" West, 1,524.34 feet from the northeastern corner of the West Half of Longlois Reserve; thence South 53° 43' 30" West, 287.85 feet; thence South 47° 50' 30" West, 152.49 feet; thence South 78° 17' 30" West, 314.12 feet; thence South 47° 36' 30" West, 141.17 feet to the eastern right of way line of the Chicago, Indianapolis, and Louisville Railroad; thence traversing the eastern right of way line of Chicago, Indianapolis, and Louisville Railroad the following two courses: North 67° 48' 36" West, 25.00 feet; thence northeasterly on a curve to the right having a central angle of 66° 03' 14", a radius of 4,374.87 feet, an arc distance of 462.25 feet to the northern line of the West Half of said Longlois Reserve; thence North 89° 53' 00" East along the northern line of the West Half of said Longlois Reserve, 589.60 feet to the point of beginning, containing 3.43 acres, more or less.

The land hereby described contains seventy-six and fifty-seven hundredths (76.57) acres, more or less.

#### PARCEL B

*This real estate was originally a part of the parcel identified in the records of the Office of the Auditor of Tippecanoe County, Indiana, as Key No. 106-04600-0049 (this number may not be correct ... ) but was added to 106-06400-0042 when the real estate was acquired from Clark*

*William Rafferty and Emily Sue Miller, as tenants in common, and Dorothy E. Rafferty, as holder of a life estate, in October 2000.*

A strip of land 40 feet wide in part of Section 9, Township 23 North, Range 4 West of the Second Principal Meridian in Fairfield Township, Tippecanoe County, Indiana, more completely described as follows:

Commencing at the Northeast Corner of property conveyed to John D. and Linda S. Gilmore in Deed Record 82, Page 1868 as recorded in the Tippecanoe County Recorder's Office, said corner being the Northeast Corner of the West Half of Longlois Reserve; thence along the North Line of said Reserve South 88°59'25" West 443.72 feet to its intersection with the line between Sections 9 and 10, said point being the Point of Beginning of the herein-described strip; thence continuing South 88°59'25" West along said North Line 1256.28 feet; thence North 01°00'35" West perpendicular to said North Line 40.00 feet; thence North 88°59'25" East parallel with said North Line 1256.28 feet to said line between Sections 9 and 10; thence South 01°00'35" East along said section line 40.00 feet to the Point of Beginning, containing 1.154 acres, more or less.

ALSO, a strip of land 10 feet wide in part of Section 9, Township 23 North, Range 4 West of the Second Principal Meridian in Fairfield Township, Tippecanoe County, Indiana, more completely described as follows:

Commencing at the Northeast Corner of property conveyed to John D. and Linda S. Gilmore in Deed Record 82, Page 1868 as recorded in the Tippecanoe County Recorder's Office, said corner being the Northeast Corner of the West Half of Longlois Reserve; thence North 89°01'29" East 30.00 feet; thence North 0°58'31" West 40.02 feet; thence South 88°59'25" West parallel with the North Line of said Reserve 473.74 feet to the line between Sections 9 and 10, said point being the Point of Beginning of the herein-described strip; thence continuing South 88°59'25" West parallel with said North Line 1256.28 feet; thence North 01°00'35" West perpendicular to said North Line 10.00 feet; thence North 88°59'25" East parallel with said North Line 1256.28 feet to said line between Sections 9 and 10; South 01°00'35" East along said section line 10.00 feet to the Point of Beginning, containing 0.288 acres, more or less.

#### PARCEL C

*This real estate was originally a part of the parcels identified in the records of the Office of the Auditor of Tippecanoe County, Indiana, as Key No. 106-04700-0500, 106-06300-0010, and 106-06400-0097 but was added to 106-06400-0042 when the real estate was acquired from Fairfield Builders Supply Corp., an Indiana corporation, in October 2000.*

A strip of land 40 feet wide in part of Section 10, Township 23 North, Range 4 West of the Second Principal Meridian in Fairfield Township, Tippecanoe County, Indiana, more completely described as follows:

Beginning at the Northeast Corner of property conveyed to John D. and Linda S. Gilmore in Document Number 82-1868 as recorded in the Tippecanoe County Recorder's Office, said corner being the Northeast Corner of the West Half of Longlois Reserve; thence along the North Line of said Reserve South 88°59'25" West 443.72 feet to its intersection with the line between Sections 9 and 10; thence North 01°00'35" West along said section line 40.00 feet; thence North 88°59'25" East parallel with said North Line 473.74 feet; thence South 0°58'31" East 40.02 feet to the North Line of said Reserve; thence South 89°01'29" West along said North Line 30.00 feet to the Point of Beginning, containing 0.435 acres, more or less.

ALSO, a strip of land 30 feet wide in Part of Longlois Reserve, Fairfield Township, Tippecanoe County, Indiana, more completely described as follows:

Beginning at the Northeast corner of the West Half of Longlois Reserve, said corner being also the northeast corner of property conveyed to John D. and Linda S. Gilmore in Document Number 82B1868 as recorded in the Tippecanoe County Recorder's Office; thence North 89°01'29" East 30.00 feet; thence South 01°58'31" East parallel with the east line of said Gilmore property 600.00 feet; thence South 89°01'29" West 30.00 feet to said east line; thence North 01°58'31" West along said east line 600.00 feet to the Point of Beginning, containing 0.413 acres, more or less.

ALSO, a strip of land 40 feet wide in Part of Longlois Reserve, Fairfield Township, Tippecanoe County, Indiana, more completely described as follows:

Commencing at the Northeast Corner of the West Half of Longlois Reserve, said Corner also being the northeast corner of property conveyed to John D. and Linda S. Gilmore in Document Number 82B1868 as recorded in the Tippecanoe County Recorder's Office; thence along said Gilmore property the following two courses:

1. South 01°58'31" East 1501.50 feet;
2. South 88°159'26" West 1000.00 feet to the Point of Beginning of the herein-described strip;

thence South 01°100'34" East perpendicular to the south line of said Gilmore property 40.00 feet; thence South 88°159'26" West parallel with said south line 500.00 feet; thence North 01°100'34" West perpendicular to said south line 40.00 feet to the south line of said Gilmore property; thence North 88°159'26" East along

said South line 500.00 feet to the Point of Beginning, containing 0.459 acres, more or less.

ALSO, a strip of land 10 and 20 feet wide in part of Section 10, Township 23 North, Range 4 West of the Second Principal Meridian in Fairfield Township, Tippecanoe County, Indiana, more completely described as follows:

Commencing at the Northeast Corner of property conveyed to John D. and Linda S. Gilmore in Document Number 82-1868 as recorded in the Tippecanoe County Recorder=s Office, said corner being the Northeast Corner of the West Half of Longlois Reserve; thence North 89°01'29@ East 30.00 feet to the Point of Beginning of the herein-described strip; thence North 0°58'31@ West 40.02 feet; thence South 88°59'25@ West parallel with the North Line of said Reserve 473.74 feet to the line between Sections 9 and 10; thence North 01°00'35@ West along said section line 10.00 feet; thence North 88°59'25@ East parallel with said North Line 493.75 feet; thence South 0°58'31@ East 50.03 feet to the North Line of said Reserve; thence South 89°01'29@ West along said North Line 20.00 feet to the Point of Beginning, containing 0.132 acres, more or less.

ALSO, a strip of land 20 feet wide in Part of Longlois Reserve, Fairfield Township, Tippecanoe County, Indiana, more completely described as follows:

Commencing at the Northeast Corner of the West Half of Longlois Reserve, said corner being also the northeast corner of property conveyed to John D. and Linda S. Gilmore in Document Number 82B1868 as recorded in the Tippecanoe County Recorder=s Office; thence North 89°01'29" East 30.00 feet to the Point of Beginning of the herein-described strip; thence continuing North 89°01'29" East 20.00 feet; thence South 01°58'31" East parallel with the east line of said Gilmore property 600.00 feet; thence South 89°01'29" West 20.00 feet; thence North 01°58'31" West parallel with said east line 600.00 feet to the Point of Beginning, containing 0.275 acres, more or less.

ALSO, a strip of land 10 feet wide in Part of Longlois Reserve, Fairfield Township, Tippecanoe County, Indiana, more completely described as follows:

Commencing at the Northeast Corner of the West Half of Longlois Reserve, said Corner being also the northeast corner of property conveyed to John D. and Linda S. Gilmore in Document Number 82B1868 as recorded in the Tippecanoe County Recorder=s Office; thence along said Gilmore property the following two courses:

1. South 01°58'31" East 1501.50 feet;
2. South 88°59'26" West 1000.00 feet;

thence South 01100'34" East perpendicular to the south line of said Gilmore property 40.00 feet to the Point of Beginning of the herein-described strip; thence continuing South 01100'34" East 10.00 feet; thence South 88159'26" West parallel with said south line 500.00 feet; thence North 01100'34" West perpendicular to said south line 10.00 feet; thence North 88159'26" East parallel with said south line 500.00 feet to the Point of Beginning, containing 0.115 acres, more or less.

TRACT TWO (The following described parcel of real estate is identified in the records of the Office of the Auditor of Tippecanoe County, Indiana, as Key No. 106-06400-0416):

*In May 2000, this real estate was acquired from John D. Gilmore and Linda S. Gilmore, husband and wife.*

A part of the Reservation of the two eldest children of Peter Longlois in Township Twenty-three (23) North, Range Four (4) West, described as follows:

Beginning at a point on the northern line of the West Half of Longlois Reserve, said point being located South 89E 53' 00" West, 1,524.34 feet from the northeastern corner of the West Half of Longlois Reserve; thence South 53E 43' 30" West, 287.85 feet; thence South 47E 50' 30" West, 152.49 feet; thence South 78E 17' 30" West, 314.12 feet; thence South 47E 36' 30" West, 141.17 feet to the eastern right of way line of the Chicago, Indianapolis, and Louisville Railroad; thence traversing the eastern right of way line of Chicago, Indianapolis, and Louisville Railroad the following two courses: North 67E 48' 36" West, 25.00 feet; thence northeasterly on a curve to the right having a central angle of 6E 03' 14", a radius of 4,374.87 feet, an arc distance of 462.25 feet to the northern line of the West Half of said Longlois Reserve; thence North 89E 53' 00" East along the northern line of the West Half of said Longlois Reserve, 589.60 feet to the point of beginning, containing 3.43 acres, more or less.

EXCEPT, a part of the West half of Longlois Reserve, located in Township 23 North, Range 4 West, Fairfield Township, Tippecanoe County, Indiana, described as follows:

Beginning at a point on the northern line of the West half of Longlois Reserve, said point being located South 89°-53=-00@ West, 1,865.30 feet from the northeastern corner of the West half of Longlois Reserve; thence South 27°-40=-00@ West, 104.64 feet; thence North 75°-18=-00@ West, 5.38 feet; thence South 59°-42=-00@ West, 10.76 feet; thence South 14°-42=-00@ West 21.75 feet; thence North 76°-17=-00@ West, 116.55 feet; thence North 06°-24=-00@ East, 90.32 feet to the northern line of the West half of Longlois Reserve; thence North 89°-53=-00@ East along the northern line of the West half of Longlois Reserve, 171.75 feet to the point of beginning, containing 0.36 of an acre, more or less.

TRACT THREE (The following described real estate is identified in the records of the Office of the Auditor of Tippecanoe County, Indiana, as Key No. 106-06400-0262):

*In May 2000, this real estate was acquired from Wayne Eugene Chambers and Tamryn Chambers, husband and wife, and is commonly known as 2831 North Ninth Street, Lafayette, Indiana.*

A part of the West half of Longlois Reserve, located in Township 23 North, Range 4 West, Fairfield Township, Tippecanoe County, Indiana, described as follows:

Beginning at a point on the northern line of the West half of Longlois Reserve, said point being located South 89°-53=-00@ West, 1,865.30 feet from the northeastern corner of the West half of Longlois Reserve; thence South 27°-40=-00@ West, 104.64 feet; thence North 75°-18=-00@ West, 5.38 feet; thence South 59°-42=-00@ West, 10.76 feet; thence South 14°-42=-00@ West 21.75 feet; thence North 76°-17=-00@ West, 116.55 feet; thence North 06°-24=-00@ East, 90.32 feet to the northern line of the West half of Longlois Reserve; thence North 89°-53=-00@ East along the northern line of the West half of Longlois Reserve, 171.75 feet to the point of beginning, containing 0.36 of an acre, more or less.

ALSO, an easement for ingress and egress described as follows: An easement and right of way of sufficient width to permit passage of motor vehicles for access to the above described 0.36 of an acre tract from North Ninth Street Road, or such other public dedicated road the Grantor, or its successors in title, may from time to time determine. (Said easement as set forth in that certain Executor=s Deed dated August 24, 1979, recorded September 7, 1979, as Deed Record 79, Page 3864, from John D. Gilmore, as Executor of the Estate of Archie E. Gilmore, deceased, as Grantor; to Donal R. Chambers and D. Jane Chambers, husband and wife, as Grantees.)

**STUART &  
BRANIGIN<sub>LLP</sub>**  
**L A W Y E R S**

Marianne Mitten Owen  
Direct (765) 428-7054  
E-mail mmo@stuartlaw.com

www.stuartlaw.com

May 23, 2005

**MAY 24 2005**

**Via Fedex Next Day**

Mr. Doug Zabonick  
Keramida Environmental, Inc.  
330 N. College Ave.  
Indianapolis, IN 46202-3613

**Re: Tippecanoe County Local Environmental Response Financing Board**

Dear Doug:

Enclosed are copies of the following documents:

- 1) Stallard & Schuh invoice #002115A-IN for \$100;
- 2) Chicago Title Policy #72106-793319;
- 3) Warranty Deed from Gilmore to Tippecanoe County Local Environmental Response Financing Board recorded 05/01/00;
- 4) Stallard & Schuh invoice #006171A-IN for \$100;
- 5) Lawyers Title Policy #A75-2389466;
- 6) Warranty Deed from Rafferty to Tippecanoe County Local Environmental Response Financing Board recorded 10/18/00;
- 7) Stallard & Schuh invoice #006146A-IN for \$100;
- 8) Lawyers Title Endorsement to Owner's Policy #OA75-406359;
- 9) Acknowledgment of Lease Termination recorded 11/15/00;
- 10) Stallard & Schuh invoice #005043B-IN for \$100;
- 11) Lawyers Title Owner's Policy #A75-2389465;
- 12) Warranty Deed from Chambers to Tippecanoe County Local Environmental Response Financing Board recorded 05/19/00;
- 13) Easement Agreement between Rafferty and Tippecanoe County Local Environmental Response Financing Board recorded 01/09/02;
- 14) Easement Agreement between Fairfield Builders and Tippecanoe County Local Environmental Response Financing Board recorded 01/09/02;
- 15) Easement Agreement between Purdue and Tippecanoe County Local Environmental Response Financing Board recorded 01/09/02;
- 16) Easement Agreement (Well No. 11) between Commissioners and Tippecanoe County Local Environmental Response Financing Board re-recorded 01/17/02;

Reply to Lafayette Office

Mr. Doug Zabonick  
May 23, 2005  
Page 2

- 17) Easement Agreement (Well No. 11) between Commissioners and Tippecanoe County Local Environmental Response Financing Board recorded 01/09/02;
- 18) Agreement (Well No. 24) between Commissioners and Tippecanoe County Local Environmental Response Financing Board re-recorded 01/17/02;
- 19) Easement Agreement (Well No. 24) between Commissioners and Tippecanoe County Local Environmental Response Financing Board recorded 01/09/02;
- 20) Easement Agreement (Well No. 23) between Commissioners and Tippecanoe County Local Environmental Response Financing Board re-recorded 01/17/02;
- 21) Easement Agreement (Well No. 23) between Commissioners and Tippecanoe County Local Environmental Response Financing Board recorded 01/09/02.

Also enclosed are the originals of the following documents:

- 22) Stallard & Schuh invoice #002115B-IN for \$10;
- 23) Certified copy of Notice of Entry of Consent Decree and Declaration of Restrictions and Covenants Upon Real Estate.

These items are intended to satisfy the requirements of IC Study Report Items 2, 3 and 4.

Please note further that we are working with the title company for the removal of the reference to the Gilmore lease. The lease was to be delivered by the Gilmores' lawyer post-closing. However, both he and the title company did not remember until we requested this update.

Very truly yours,

A handwritten signature in cursive script that reads "Marianne Mitten Owen". The signature is written in dark ink and includes a stylized flourish at the end.

Marianne Mitten Owen

MMO:sjc  
Enclosures  
Dictated but not read

106-06400-0262

106-06400-0416

106-06400-0042

616 Feet



00023155 10/18/2000 09:26am BK: PG: 1  
PAM BERGLUND, TIPPECANOE COUNTY RECORDER

Key # 106-04600-0049  
to 106-06400-0042

### WARRANTY DEED

THIS INDENTURE WITNESSETH THAT:

CLARK WILLIAM RAFFERTY and EMILY SUE MILLER, as tenants in common, and DOROTHY E. RAFFERTY, as holder of a life estate (hereinafter collectively referred to as "GRANTORS"), CONVEY AND WARRANT TO TIPPECANOE COUNTY ENVIRONMENTAL RESPONSE FINANCING BOARD (hereinafter referred to as "GRANTEES"), for and in consideration of Ten Dollars (\$10.00), and other good and sufficient consideration, receipt of which is hereby acknowledged, the following described real estate, located in Tippecanoe County, Indiana:

A strip of land 40 feet wide in part of Section 9, Township 23 North, Range 4 West of the Second Principal Meridian in Fairfield Township, Tippecanoe County, Indiana, more completely described as follows:

Commencing at the Northeast Corner of property conveyed to John D. and Linda S. Gilmore in Deed Record 82, Page 1868 as recorded in the Tippecanoe County Recorder's Office, said corner being the Northeast Corner of the West Half of Longlois Reserve; thence along the North Line of said Reserve South 88°59'25" West 443.72 feet to its intersection with the line between Sections 9 and 10, said point being the Point of Beginning of the herein-described strip; thence continuing South 88°59'25" West along said North Line 1256.28 feet; thence North 01°00'35" West perpendicular to said North Line 40.00 feet; thence North 88°59'25" East parallel with said North Line 1256.28 feet to said line between Sections 9 and 10; thence South 01°00'35" East along said section line 40.00 feet to the Point of Beginning, containing 1.154 acres, more or less.

ALSO,

DULY ENTERED FOR TAXATION  
SUBJECT TO FINAL ACCEPTANCE  
FOR TRANSFER.

OCT 18 2000

*Paul A. Bantz*  
AJUDITOR OF TIPPECANOE CO. KP

A strip of land 10 feet wide in part of Section 9, Township 23 North, Range 4 West of the Second Principal Meridian in Fairfield Township, Tippecanoe County, Indiana, more completely described as follows:

Commencing at the Northeast Corner of property conveyed to John D. and Linda S. Gilmore in Deed Record 82, Page 1868 as recorded in the Tippecanoe County Recorder's Office, said corner being the Northeast Corner of the West Half of Longlois Reserve; thence North 89°01'29" East 30.00 feet; thence North 0°58'31" West 40.02 feet; thence South 88°59'25" West parallel with the North Line of said Reserve 473.74 feet to the line between Sections 9 and 10, said point being the Point of Beginning of the herein-described strip; thence continuing South 88°59'25" West parallel with said North Line 1256.28 feet; thence North 01°00'35" West perpendicular to said North Line 10.00 feet; thence North 88°59'25" East parallel with said North Line 1256.28 feet to said line between Sections 9 and 10; South 01°00'35" East along said section line 10.00 feet to the Point of Beginning, containing 0.288 acres, more or less.

(hereinafter collectively referred to as "Transferred Tract").

Subject to any and all easements, agreements and restrictions of record.

Subject to all real estate taxes due and payable and all subsequent taxes.

The following statement is for clarification only and is not intended by Grantors as a deed restriction:

This conveyance of the Transferred Tract is a transfer of a tract between adjoining lots pursuant to Exemption "E" of the definition of "Subdivision" as found in Section 2.2 of the Unified Subdivision Ordinance of Tippecanoe County. This conveyance involves the transfer of the Transfer Tract from an existing lot (Key No. 106-04600-0049; recorded in Cause No. 79C01-9210-ES-119; hereinafter referred to as "Lot A") to a separate but adjoining tract (Key No. 106-06400-0042; recorded in Document No. 000091134 00009114), more particularly described as follows:

#### PARCEL I

A part of the reservation of the two elder children of Peter Longlois, in Township Twenty-three (23) North, Range Four (4) West, and described as follows: Beginning at a stone in the north line of said Reservation placed equi-distant from the North East and North West corners of said Reservation; thence running South on the line dividing the shares of Peter Longlois and Elizabeth Allen, ninety-one

(91) poles; thence west two hundred and twenty-seven & 60/100 (227.60) poles, to the West line of said Reservation; thence North with said West line thirty & 92/100 (30.92) poles to Justice's corner; thence East, with Justice's line, seventy-two & 56/100 (72.56) poles, to the center of road leading from Lafayette to Davis Ferry; thence with said road North 10 ½ degrees East, nineteen & 28/100 (19.28) poles; thence North 18 degrees East, forty-three & 12/100 (43.12) poles, to the north line of said Reservation; thence East with said North line, one hundred and thirty-eight & 20/100 (138.20) poles, to the place of beginning, containing one hundred (100) acres, more or less.

EXCEPT the right of way of the C.I. & L. Railroad and except a school lot conveyed to the Trustee of Fairfield Township by deed executed February 17, 1862, and recorded in Deed Record 172, Page 186.

ALSO EXCEPT fourteen (14) acres heretofore sold to Herman Bilsma and wife, lying west of said railroad as recorded in Deed Record 122, Page 145.

EXCEPTING ALSO the tract heretofore conveyed to the Union Sandstone Brick Company which deed is recorded in Deed Record 120, Page 461.

EXCEPTING ALSO: Beginning at a point on the northern line of the West half of Longlois Reserve, said point being located South 89° 53' 00" West, 1,524.34 feet from the northeastern corner of the West half of Longlois Reserve; thence South 53° 43' 30" West, 287.85 feet; thence South 47° 50' 30" West, 152.49 feet; thence South 78° 17' 30" West, 314.12 feet; thence South 47° 36' 30" West, 141.17 feet to the eastern right of way line of the Chicago, Indianapolis, and Louisville Railroad; thence traversing the eastern right of way line of Chicago, Indianapolis, and Louisville Railroad the following two courses: North 67° 48' 36" West, 25.00 feet; thence northeasterly on a curve to the right having a central angle of 6° 03' 14", a radius of 4,374.87 feet, an arc distance of 462.25 feet to the northern line of the West half of said Longlois Reserve; thence North 89° 53' 00" East along the northern line of the West half of said Longlois Reserve, 589.60 feet to the point of beginning, containing 3.43 acres, more or less.

## PARCEL II

A part of the Reservation of the two eldest children of Peter Longlois in Township Twenty-three (23) North, Range Four (4) West, described as follows:

Beginning at a point on the northern line of the West half of Longlois Reserve, said point being located South  $89^{\circ} 53' 00''$  West, 1,524.34 feet from the northeastern corner of the West half of Longlois Reserve; thence South  $53^{\circ} 43' 30''$  West, 287.85 feet; thence South  $47^{\circ} 50' 30''$  West, 152.49 feet; thence South  $78^{\circ} 17' 30''$  West, 314.12 feet; thence South  $47^{\circ} 36' 30''$  West, 141.17 feet to the eastern right of way line of the Chicago, Indianapolis, and Louisville Railroad; thence traversing the eastern right of way line of Chicago, Indianapolis, and Louisville Railroad the following two courses: North  $67^{\circ} 48' 36''$  West, 25.00 feet; thence northeasterly on a curve to the right having a central angle of  $6^{\circ} 03' 14''$ , a radius of 4,374.87 feet, an arc distance of 462.25 feet to the northern line of the West half of said Longlois Reserve; thence North  $89^{\circ} 53' 00''$  East along the northern line of the West half of said Longlois Reserve, 589.60 feet to the point of beginning, containing 3.43 acres, more or less.

EXCEPTING a part of the West half of Longlois Reserve, located in Township 23 North, Range 4 West, Fairfield Township, Tippecanoe County described as follows:

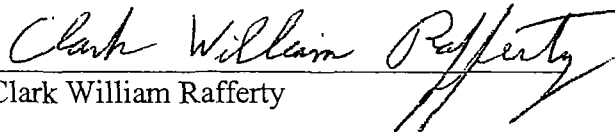
Beginning at a point on the northern line of the West half of Longlois Reserve, said point being located South  $89^{\circ} 53' 00''$  West, 1,865.30 feet from the northeastern corner of the West half of Longlois Reserve; thence South  $27^{\circ} 40' 00''$  West, 104.64 feet; thence North  $75^{\circ} 18' 00''$  West, 5.38 feet; thence South  $59^{\circ} 42' 00''$  West, 10.76 feet; thence South  $14^{\circ} 42' 00''$  West 21.75 feet; thence North  $76^{\circ} 17' 00''$  West, 116.55 feet; thence North  $6^{\circ} 24' 00''$  East, 90.32 feet to the northern


line of the West half of Longlois Reserve; thence North 89°53'00" East along the northern line of the West half of Longlois Reserve, 171.75 feet to the point of beginning, containing 0.36 of an acre, more or less.

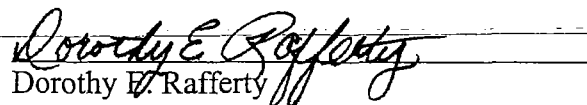
(hereinafter referred to as "Lot B").

The Transferred Tract and Lot B are to be included in Auditor's Key No. 106-06400-0042. This conveyance is being made with the understanding that the Transferred Tract is to attach to Lot B and is to create no additional building site. However, the existing principal use building site of Tract A with Key No. 106-04600-0049 is to be located on the acreage of that tract that remains after said conveyance.

IN WITNESS WHEREOF, the above-named GRANTORS have executed this  
Warranty Deed on this 16 day of October, 2000.

  
Clark William Rafferty

  
Emily Sue Miller

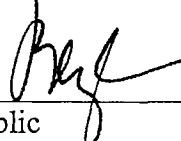
  
Dorothy E. Rafferty

#### ACKNOWLEDGMENT

STATE OF INDIANA       )  
                                  ) SS:  
TIPPECANOE COUNTY    )

Before me, the undersigned, a Notary Public, in and for said State and County, personally appeared Clark William Rafferty and Emily Sue Miller, as tenants in common, and Dorothy E. Rafferty, as holder of a life estate, and acknowledged the execution of the foregoing Warranty Deed and swore to the statements contained therein.

WITNESS my hand and seal this 16<sup>th</sup> day of October, 2000.

  
\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Printed Name

My Commission Expires: \_\_\_\_\_

County of Residence: \_\_\_\_\_



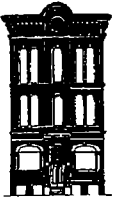
BECKY MAURER  
Resident of Montgomery County, IN  
Commission Expires April 26, 2001

This Instrument was Prepared By: Marianne Mitten Owen, Esquire, of the firm of Stuart & Branigin, The Life Building, 300 Main Street, Suite 800, Lafayette, Indiana 47901. Telephone: (765) 423-1561; Facsimile: (765) 742-8175; E-Mail: [mmo@stuartlaw.com](mailto:mmo@stuartlaw.com)

Mail Tax Statements To:

Tippecanoe County Environmental Response Financing Board  
c/o Tippecanoe County Auditor  
Tippecanoe County Office Building  
20 North Third Street  
Lafayette, IN 47901

# INVOICE



STALLARD & SCHUH, INC.  
301 COLUMBIA STREET  
P.O. BOX 929  
LAFAYETTE IN 47902-0929  
(765) 423-1642

INVOICE NUMBER: 06146A-IN

INVOICE DATE: 05/10/05

CUSTOMER NO.: 0005050

LLC

STUART & BRANIGIN  
PO Box 1010  
300 Main Street, Suite 800  
LAFAYETTE, IN 47902

Attn: Marianne Owen

| DESCRIPTION            | AMOUNT |
|------------------------|--------|
| TITLE INSURANCE UPDATE | 100.00 |

REFERENCE  
NAME (S)

None

Tippecanoe County Local Environmental Response Finance  
Board

PROPERTY

Pt Longlois Res & Sec 10-23-4  
North Ninth Street Road  
Lafayette, IN 47905

THANK YOU FOR CHOOSING STALLARD & SCHUH

AMOUNT DUE 100.00

## ENDORSEMENT

RE: Tippecanoe County Local Environmental Response Financing Board

FILE NO.: 200006146

Attached to and a part of Owner's Policy OA75-406359

Issued by

## LAWYERS TITLE INSURANCE CORPORATION

Effective Date is hereby amended to read as follows:

May 2, 2005, at 8:00AM

Schedule A is hereby amended to include the following:

Parcel VII:

A non-exclusive grant of easement as set forth in that certain Easement Agreement dated October 2, 2001, recorded January 9, 2002, as Document Number 020009956, by and between Dorothy E. Rafferty, Clark William Rafferty and Emily Sue Miller., as owners; and Tippecanoe County Local Environmental Response Finance Board, as TERF Board. (See attached copy.)

Parcel VIII:

A non-exclusive grant of easement as set forth in that certain Easement Agreement dated September 17, 2001, recorded January 9, 2002, as Document Number 02000996, by and between Fairfield Builders Supply Corp., as owner; and Tippecanoe County Local Environmental Response Finance Board, as TERF Board. (See attached copy.)

Parcel IX:

A non-exclusive grant of easement as set forth in that certain Easement Agreement dated December 18, 2001, recorded January 9, 2002, as Document Number 02000997, by and between The Trustees of Purdue University, as owner; and Tippecanoe County Local Environmental Response Finance Board, as TERF Board. (See attached copy.)

PARCEL X:

~~A non-exclusive grant of easement as set forth in that certain Easement Agreement (Monitoring Well No. 11) dated~~  
December 18, 2001, recorded January 9, 2002, as Document Number 02000998, re-recorded January 17, 2002, as Document Number 02001967, by and between The Board of Commissioners of Tippecanoe County, as Owner; and Tippecanoe County Local Environmental Response Finance Board, as TERF Board. (See attached copy.)

PARCEL XI:

A non-exclusive grant of easement as set forth in that certain Easement Agreement (Monitoring Well No. 24) dated December 18, 2001, recorded January 9, 2002, as Document Number 02000999, re-recorded January 17, 2002, as Document Number 02001968, by and between The Board of Commissioners of Tippecanoe County, as Owner; and Tippecanoe County Local Environmental Response Finance Board, as TERF Board. (See attached copy.)

PARCEL XII:

A non-exclusive grant of easement as set forth in that certain Easement Agreement (Monitoring Well No. 23) dated December 18, 2001, recorded January 9, 2002, as Document Number 02001000, re-recorded January 17, 2002, as Document Number 02001969, by and between The Board of Commissioners of Tippecanoe County, as Owner' and Tippecanoe County Local Environmental Response Finance Board, as TERF Board. (See attached copy.)

**Schedule B, Item 6, is hereby amended to read as follows:**

6. Taxes for the year 2004, due and payable May and November 2005, and all subsequent taxes, not yet due and payable. (NOTE: At effective date, subject property was not assessed for taxation.)

**Schedule B is hereby amended to include the following:**

10. Terms and provisions of grants of easement set forth in Schedule A as Parcels VI, VII, VIII, IX, X, XI and XII.

(END OF ENDORSEMENT)

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

Signed this **9th day of May, 2005**

Prepared by: llc

Countersigned: STALLARD & SCHUH, INC.  
301 Columbia Street  
Lafayette, IN 47901

By: Linda L. Copas  
Linda L. Copas  
Authorized Signatory

## LEGAL DESCRIPTION OF TRACT 3

A part of the Longlois Reserve, Township Twenty-three (23) North, Range Four (4) West, Fairfield Township, Tippecanoe County, Indiana, being depicted on a plat of survey by Vester and Associates, Inc., Job No. E-95076, being more completely described as follows, to wit:

Commencing at the northwest corner of the east half of the Longlois Reserve, said point being marked by a stone; thence along the west line of said east half, South 0° 09' 21" East a distance of 2828.51 feet to south line of the Wabash and Erie Canal, said point being the point of beginning of the herein described tract, and being marked by a 1/4" rebar with an aluminum cap stamped "Vester & Assoc.", hereinafter referred to as a capped rebar; thence along the south line of said Canal, North 71° 10' 08" East a distance of 392.09 feet to an iron pipe at the northwesterly corner of the Springvale Cemetery; thence along the westerly boundary of said Cemetery, South 10° 35' 51" East a distance of 1465.06 feet to an iron pipe; thence continuing along said boundary, South 29° 59' 56" West, a distance of 205.43 feet to an iron pipe on the west line of the east half of the Longlois Reserve; thence along said west line, North 0° 02' 25" West, a distance of 295.91 feet; thence South 51° 04' 04" West, a distance of 334.81 feet; thence North 0° 00' 00" West, a distance of 326.30 feet to the south line of the overhead electric transmission line easement; thence along said line, North 47° 35' 15" West, a distance of 1487.09 feet to the south line of the Wabash and Erie Canal; thence along said line, North 72° 03' 34" East, a distance of 1127.66 feet to a capped rebar; thence continuing along said south line, North 68° 23' 23" East a distance of 386.39 feet to the point of beginning, containing 37.941 acres.

## LEGAL DESCRIPTION OF GAP AREA

A part of the Longlois Reserve, Township Twenty-three (23) North, Range Four (4) West, Fairfield Township, Tippecanoe County, Indiana, being depicted on a plat of survey by Vester and Associates, Inc., Job No. E-95076, being more completely described as follows, to wit:

Commencing at the northwest corner of the east half of the Longlois Reserve, said point being marked by a stone; thence along the west line of said east half, South 0° 09' 21" East a distance of 2828.51 feet to south line of the Wabash and Erie Canal, said point being marked by a 3/4" rebar with an aluminum cap stamped "Vester & Assoc."; thence along the south line of said Canal, North 71° 10' 08" East a distance of 354.26 feet to the point of beginning of the herein described tract; thence continuing along said line, North 71° 10' 08" East a distance of

37.83 feet to an iron pipe at the northwesterly corner of the Springvale Cemetery; thence along the westerly boundary of said Cemetery, South 10° 35' 51" West a distance of 1465.06 feet to an iron pipe; thence North 9° 17' 34" East a distance of 1446.85 feet to the point of beginning, containing 0.554 acres.

#### LEGAL DESCRIPTION OF TRACT 4

A part of the Longlois Reserve, Township Twenty-three (23) North, Range Four (4) West, Fairfield Township, Tippecanoe County, Indiana, being depicted on a plat of survey by Vester and Associates, Inc., Job No. E-95076, being more completely described as follows, to wit:

Commencing at the northwest corner of the east half of Longlois Reserve, said point being marked by a stone; thence along the west line of said east half, South 0° 09' 21" East, a distance of 1468.17 feet to the point of beginning of the herein described tract; thence North 89° 37' 47" East, a distance of 1704.63 feet to the west line of the Hilt property as described in Deed Record MF73-3508, recorded in the Office of the Tippecanoe County Recorder, said point being marked by a 3/4" rebar with an aluminum cap stamped "Vester & Assoc.", hereinafter referred to as a capped rebar; thence along said west line, South 1° 30' 14" East, a distance of 122.80 feet to an iron pipe on the southern line of the Wabash and Erie Canal; thence along the southern line of said Canal the following seven (7) courses; (1) thence South 53° 20' 46" West, a distance of 232.29 feet to an iron pipe; (2) thence South 40° 11' 30" West, a distance of 681.91 feet to an iron pipe; (3) thence South 49° 18' 40" West, a distance of 378.72 feet to an iron pipe; (4) thence South 62° 48' 01" West, a distance of 471.57 feet to an iron pipe at the northwesterly corner of the Springvale Cemetery; (5) thence South 71° 10' 08" West, a distance of 392.09 feet to a capped rebar on the west line of the east half of said reserve; (6) thence South 68° 38' 23" West, a distance of 386.39 feet to a capped rebar; (7) thence South 72° 03' 34" West, a distance of 1196.02 feet to a capped rebar; thence North 6° 16' 38" West, a distance of 114.88 feet to a capped rebar; thence North 71° 33' 02" East, a distance of 1591.77 feet to a concrete post of the west line of the east half of said reserve; thence along said west line, North 0° 09' 21" West, a distance of 1251.54 feet to the point of beginning, containing 38.236 acres.

#### LEGAL DESCRIPTION OF TRACT 5

A part of the east half of the Longlois Reserve, Township Twenty-three (23) North, Range Four (4) West, Fairfield Township, Tippecanoe County, Indiana, being depicted on a plat of survey by Vester and Associates, Inc., Job No. E-95076, being more completely described as follows, to wit:

Commencing at the northwest corner of the east half of Longlois Reserve, said point being marked by a stone; thence along the north line of said reserve, North 89° 37' 47" East, a distance of 1338.81 feet to the point of beginning of the herein described tract; thence continuing along said line, North 89° 37' 47" East distance of 849.85 feet to an iron pipe at the southeast corner of the northwest fractional quarter of Section 10-23-4; thence continuing along the north line of said reserve, North 89° 25' 25" East, a distance of 1433.71 feet to the northeast corner of said reserve; thence along the east line of said reserve, South 0° 07' 19" East, a distance of 643.66 feet to an iron pipe on the north line of the Wabash and Erie Canal; thence along said north line, South 66° 53' 39" West, a distance of 2147.29 feet to a 3/4" rebar with an aluminum cap stamped "Vester & Assoc." on the west line of the Hilt property as described in Deed Record MF 73-3508, in the Office of the Tippecanoe County Recorder; thence South 89° 37' 47" West, a distance of 365.82 feet; thence North 0° 09' 21" West, a distance of 1468.17 feet to the point of beginning, containing 60.234 acres.

#### LEGAL DESCRIPTION OF TRACT 6

A part of the east half of the Longlois Reserve, Township Twenty-three (23) North, Range Four (4) West, Fairfield Township, Tippecanoe County, Indiana, being depicted on a plat of survey by Vester and Associates, Inc., Job No. E-95076, being more completely described as follows, to wit:

Commencing at the northwest corner of the east half of Longlois Reserve, said point being marked by a stone; thence along the west line of said reserve, South 0° 09' 21" East a distance of 753.67 feet to the point of beginning of the herein described tract, said point being marked by a 3/4" rebar with an aluminum cap stamped "Vester & Assoc.", hereinafter referred to as a capped rebar; thence North 60° 26' 32" East, a distance of 283.38 feet to a capped rebar; thence North 86° 44' 07" East, a distance of 385.84 feet to a capped rebar; thence North 73° 19' 20" East, a distance of 147.00 feet to a capped rebar; thence South 89° 58' 24" East, a distance of 282.53 feet to a capped rebar; thence South 2° 06' 24" East, a distance of 79.43 feet to a capped rebar; thence South 80° 37' 40" West, a distance of 121.23 feet to a capped rebar; thence South 1° 11' 25" West, a distance of 258.23 feet to a capped rebar; thence South 7° 19' 45" East, a distance of 152.03 feet to a capped rebar; thence South 4° 40' 03" West, a distance of 130.90 feet to a capped rebar; thence South 21° 40' 56" West, a distance of 295.31 feet to a capped rebar on the north line of a 38.235 acre tract described in Record 87-16500, recorded in the Office of the Tippecanoe County Recorder; thence along said north line, South 89° 37' 47" West, a distance of 830.72 feet to the west line of the east half of said reserve; thence along said west line, North 0° 09' 21" West, a distance of 714.50 feet to the point of beginning, containing 18.353 acres.

## LEGAL DESCRIPTION OF TRACT 7

A part of the east half of the Longlois Reserve, Township Twenty-three (23) North, Range Four (4) West, Fairfield Township, Tippecanoe County, Indiana, being depicted on a plat of survey by Vester and Associates, Inc., Job No. E-95076, being more completely described as follows, to wit:

Beginning the northwest corner of the east half of Longlois Reserve, said point being marked by a stone; thence along the north line of said reserve, North 89° 37' 47" East, a distance of 1338.81 feet; thence South 0° 09' 21" East, a distance of 1468.17 feet; thence South 89° 37' 47" West, a distance of 508.09 feet to a 3/4" rebar with an aluminum cap stamped "Vester & Assoc.", hereinafter referred to as a capped rebar; thence North 21° 40' 56" East, a distance of 295.31 feet to a capped rebar; thence North 4° 40' 03" East, a distance of 130.90 feet to a capped rebar; thence North 7° 19' 45" West, a distance of 152.03 feet to a capped rebar; thence North 1° 11' 25" East, a distance of 258.23 feet to a capped rebar; thence North 80° 37' 40" East, a distance of 121.23 feet to a capped rebar; thence North 2° 06' 24" West, a distance of 79.43 feet to a capped rebar; thence North 89° 58' 24" West, a distance of 282.53 feet to a capped rebar; thence South 73° 19' 20" West, a distance of 147.00 feet to a capped rebar; thence South 86° 44' 07" West, a distance of 385.84 feet to a capped rebar; thence South 60° 26' 32" West, a distance of 283.38 feet to a capped rebar on the west line of the east half of said reserve; thence along said line, North 0° 09' 21" West a distance of 753.67 feet to the point of beginning, containing 26.770 acres.

LEGAL DESCRIPTION OF TRACT 8  
(per Record 89-12883)

A part of the northwest fractional quarter of Section Ten (10), Township Twenty-three (23) North, Range Four (4) West, Fairfield Township, Tippecanoe County, Indiana, being more completely described as follows, to wit:

Beginning at the northwest corner of the northwest fractional quarter of Section 10-23-4, said corner being marked by a 3/4" X 30" reinforcing rod with an aluminum cap stamped "VESTER & ASSOC. INC./PATRICK CUNNINGHAM RLS S0332" hereinafter referred to as a standard survey marker; thence North 89° 56' 35" East along the north line of said fractional quarter section a distance of 1253.42 feet to the approximate center line of Wildcat Creek; thence along said approximate center line the following eight (8) courses; 1) South 48° 58' 06" East a distance of 19.22 feet, 2) South 9° 21' 48" East a distance of 166.63 feet, 3) South 32° 12' 25" West a distance of 381.53 feet, 4) South 1° 30' 46" East a distance of 268.76 feet,

5) South 42° 35' 36" East a distance of 322.08 feet, 6) South 86° 56' 01" East a distance of 496.06 feet, 7) North 70° 00' 36" East a distance of 587.32 feet, 8) North 47° 07' 44" East a distance of 393.19 feet to the east line of said fractional quarter section; thence South 1° 14' 11" West along said east line a distance of 464.61 feet to the southeast corner of said fractional quarter section, said corner being marked by an iron pipe; thence South 89° 37' 47" West along the south line of said fractional quarter section a distance of 2188.66 feet to the northwest corner of the east half of Longlois Reserve, said corner being marked by a stone; thence South 89° 41' 39" West along the south line of said fractional quarter section a distance of 444.27 feet to the southwest corner of said fractional quarter section, said corner being marked by a standard survey marker; thence North 0° 30' 35" West along the west line of said fractional quarter section a distance of 1043.67 feet to the point of beginning, containing 31.915 acres.

LEGAL DESCRIPTION OF TRACT 9  
(per Record 90-12883)

A part of the southwest quarter of Section Three (3), Township Twenty-three (23) North, Range Four (4) West, Fairfield Township, Tippecanoe County, Indiana, being more completely described as follows, to wit:

Beginning at the southwest corner of the southwest quarter of Section 3-23-4, said corner being marked by 3/4" X 30" reinforcing rod with an aluminum cap stamped "VESTER & ASSOC. INC./PATRICK CUNNINGHAM RLS SO332"; thence North 0° 30' 35" West along the west line of said quarter section a distance of 572.23 feet to the northwest corner of a tract of land described as being 35 acres off of the south side of said quarter section; thence North 89° 56' 35" East along the north line of said 35 acre tract being parallel with the south line of said quarter section a distance of 1207.30 feet to the approximate center line of Wildcat Creek; thence along said approximate center line the following three (3) courses; 1) South 15° 34' 41" West a distance of 337.59 feet, 2) South 14° 02' 06" East a distance of 162.71 feet, 3) South 48° 58' 06" East a distance of 135.75 feet to the south line of said quarter section; ~~thence South 89° 56' 35" West along said south line a distance of 1253.42 feet to the point of beginning, containing 15.230 acres.~~

LEGAL DESCRIPTION OF TRACT 10  
(per Record 89-12883)

Twenty (20) acres off of the west end of Lot Numbered Twelve (12) in the partition of the estate of Isaac N. Higman, located in a part of the southwest quarter of Section Three (3),

Township Twenty-three (23) North, Range Four (4) West, Fairfield Township, Tippecanoe County, Indiana, being more completely described as follows, to wit:

Commencing at the southwest corner of the southwest quarter of Section 3-23-4, said corner being marked by a 3/4" X 30" reinforcing rod with an aluminum cap stamped "VESTER & ASSOC. INC./PATRICK CUNNINGHAM RLS S0332" hereinafter referred to as a standard survey marker; thence North 0° 30' 35" West along the west line of said quarter section a distance of 572.23 feet to the northwest corner of a tract of land described as being 35 acres off of the south side of said quarter section, said corner being the point of beginning of the herein described tract; thence North 0° 30' 35" West along said west line a distance of 693.00 feet to the northwest corner of Lot Numbered Twelve (12) in the partition of the estate of Isaac N. Higman, said corner being marked by a standard survey marker; thence North 89° 56' 35" East along the north line of said lot being parallel with the south line of said quarter section a distance of 1257.18 feet thence South 0° 30' 35" East parallel with said west line a distance of 693.00 feet to the north line of said 35 acre tract; thence South 89° 56' 35" West along said north line being parallel with the south line of said quarter section a distance of 1257.18 feet to the point of beginning, containing 20.000 acres.

LEGAL DESCRIPTION OF TRACT 11  
(per Record 89-12883)

A part of Lot Numbered Twelve (12) in the partition of the estate of Isaac N. Higman, located in a part of the southwest quarter of Section Three (3), Township Twenty-Three (23) North, Range Four (4) West, Fairfield Township, Tippecanoe County, Indiana, being more completely described as follows, to wit:

Commencing at the southwest corner of the southwest quarter of Section 3-23-4, said corner being marked by a 3/4" X 30" reinforcing rod with an aluminum cap stamped "VESTER & ASSOC. INC./PATRICK CUNNINGHAM RLS S0332" hereinafter referred to as a standard survey marker; thence North 0° 30' 35" West along the west line of said quarter section a distance of 1265.23 feet to the northwest corner of Lot Numbered Twelve (12) in the partition of the estate of Isaac N. Higman, said corner being marked by a standard survey marker; thence North 89° 56' 35" East along the north line of said lot being parallel with the south line of said quarter section a distance of 1257.18 feet to the point of beginning of the herein described tract; thence North 89° 56' 35" East along said north line a distance of 122.82 feet to the approximate center line of Wildcat Creek; thence South 13° 30' 35" West along said approximate center line a distance of 506.98 feet; thence North 0° 30' 35" West parallel with said west line a distance of 492.85 feet to the point of beginning, containing 0.695 acre.

## LEGAL DESCRIPTION OF TRACT 12

A part of the northeast fractional quarter of Section 10 (10), Township Twenty-three (23) North, Range Four (4) West, Fairfield Township, Tippecanoe County, Indiana, being depicted on plat of survey by Vester and Associates, Inc., Job No. E-95076, being more completely described as follows, to wit:

Commencing at the northwest corner of the east half of Longlois Reserve, said point being marked by a stone; thence along the north line of said reserve, North 8° 37' 47" East, a distance of 2188.66 feet to an iron pipe at the southeast corner of the northwest fractional quarter of Section 10-23-4 said point being the point of beginning of the herein described tract; thence along the west line of the northeast fractional quarter of said section, North 01° 14' 11" East a distance of 1030.00 feet to the northwest corner of said northeast fractional quarter; thence along the north line of said northeast fractional quarter, North 89° 56' 35" East a distance of 1422.47 feet to the approximate center line of the Wildcat Creek; thence along said approximate center line the following three (3) courses; thence South 13° 28' 19" East a distance of 214.86 feet; thence South 02° 33' 58" East a distance of 580.62 feet; thence South 06° 30' 55" East a distance of 173.21 feet to the south line of a 61.80 acre tract described in Deed Record 4, page 583, recorded in the Office of the Tippecanoe County Recorder; thence along said south line, South 89° 25' 25" West a distance of 46.88 feet; thence South 00° 07' 19" East a distance of 54.60 feet to the northeast corner of the Longlois Reserve; thence along the north line of said reserve, South 89° 25' 25" East a distance of 1493.71 feet to the point of beginning, containing 35.033 acres.

## LEGAL DESCRIPTION OF ACCESS PARCEL

A strip of land in part of the west half of Longlois Reserve, Township Twenty-three (23) North, Range Four (4) West, Fairfield Township, Tippecanoe County, Indiana, being Sixty (60) feet in even width, Thirty (30) feet on both sides of the following described center line, being depicted on a plat of survey by Vester and Associates, Inc., Job No. E-95076, the center line being more completely described as follows, to wit:

Commencing at the intersection of the south line of the Ash and Erie Canal, and the west line of the east half of the Longlois Reserve, said point being marked by a 3/4" rebar with an aluminum cap stamped "Vester & Assoc."; thence along the west line of the east half of the Longlois Reserve, South 0° 02' 25" East, a distance of 1787.33 feet; thence South 84° 51' 04" West a distance of 112.79 feet to the point of beginning of the herein described easement center line; thence South 0° 00' 26" East a distance of 411.38 feet; thence South 25° 38' 26" East a distance of 126.22 feet to the northwesterly right-of-way of Indiana State Highway 25, said point being the point of termination.

MATTERS AFFECTING POSSESSORY RIGHTS

Vulcan's exclusive right of possession shall be subject to:

Existing electric power line and gas line easements,

The road running along the southerly boundary line of Tract 5.

DULY ENTERED FOR TAXATION  
SUBJECT TO FINAL ACCEPTANCE  
FOR TRANSFER.

MAY 19 2000

00010482 05/19/2000 02:21pm BK: PG: 1  
PAM BERGLUND, TIPPECANOE COUNTY RECORDER

*[Signature]*  
AUDITOR OF TIPPECANOE CO.

Key No. 106-06400-026-2

### WARRANTY DEED

THIS INDENTURE WITNESSETH THAT:

**WAYNE EUGENE CHAMBERS** and **TAMRYN CHAMBERS**, husband and wife (collectively, the "Grantor"), CONVEY AND WARRANT TO **TIPPECANOE COUNTY LOCAL ENVIRONMENTAL RESPONSE FINANCING BOARD** (the "Grantee"), for and in consideration of ten dollars (\$10.00), and other good and sufficient consideration, receipt of which is hereby acknowledged, the real estate located in Tippecanoe County, Indiana, commonly known as 2831 North Ninth Street, Lafayette, Indiana, and being more particularly described as follows:

A part of the West half of Longlois Reserve, located in Township 23 North, Range 4 West, Fairfield Township, Tippecanoe County, Indiana, described as follows:

Beginning at a point on the northern line of the West half of Longlois Reserve, said point being located South 89°-53'-00" West, 1,865.30 feet from the northeastern corner of the West half of Longlois Reserve; thence South 27°-40'-00" West, 104.64 feet; thence North 75°-18'-00" West, 5.38 feet; thence South 59°-42'-00" West, 10.76 feet; thence South 14°-42'-00" West 21.75 feet; thence North 76°-17'-00" West, 116.55 feet; thence North 06°-24'-00" East, 90.32 feet to the northern line of the West half of Longlois Reserve; thence North 89°-53'-00" East along the northern line of the West half of Longlois Reserve, 171.75 feet to the point of beginning, containing 0.36 of an acre, more or less.

ALSO, an easement for ingress and egress described as follows: An easement and right of way of sufficient width to permit passage of motor vehicles for access to the above described 0.36 of an acre tract from North Ninth Street Road, or such other public dedicated road the Grantor, or its successors in title, may from time to time determine.

(Said easement as set forth in that certain Executor's Deed dated August 24, 1979, recorded September 7, 1979, as Deed Record 79, Page 3864, from John D. Gilmore, as Executor of the Estate

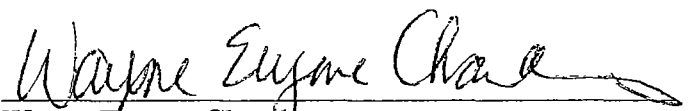
of Archie E. Gilmore, deceased, as Grantor; to Donal R. Chambers and D. Jane Chambers, husband and wife, as Grantees.)

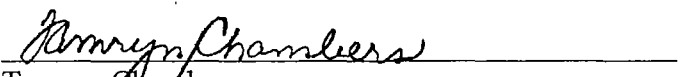
(the "Real Estate").

Subject to easements and restrictions of record.

Subject also to the property taxes for 1999, payable in 2000, and all subsequent taxes.

IN WITNESS WHEREOF, the above-named Grantor has executed this Warranty Deed on this 19 day of May, 2000.

  
Wayne Eugene Chambers

  
Tamryn Chambers

#### ACKNOWLEDGMENT

STATE OF INDIANA       )  
                                  ) SS:  
TIPPECANOE COUNTY    )

Before me, the undersigned, a Notary Public, in and for said State and County, personally appeared **WAYNE EUGENE CHAMBERS** and **TAMRYN CHAMBERS**, husband and wife, and acknowledged the execution of the foregoing Warranty Deed and swore to the statements contained therein.

WITNESS my hand and seal this 19 day of May, 2000.



BECKY MAURER  
Resident of Montgomery County, IN  
Commission Expires April 26, 2001

Notary Public

Printed Name

My Commission Expires:

County of Residence:

This instrument was prepared by: Marianne Mitten Owen, Esquire, of the firm of Stuart & Branigin, The Life Building, 300 Main Street, Suite 800, Lafayette, Indiana 47902-1010. Telephone: (765) 423-1561; Facsimile: (765) 742-8175; E-mail: mmo@stuartlaw.com

Mail Tax Statements To:

TIPPECANOE COUNTY LOCAL ENVIRONMENTAL  
RESPONSE FINANCING BOARD

c/o TIPPECANOE COUNTY AUDITOR

20 N. 3RD STREET

LAFAYETTE, IN 47901

230643.1

TSL (Dominant Estate):  
Parcel A: Key No.: 106-06400-0042

Last Recorded Transfers:  
a. Date: May 1, 2000 (Doc. No.: 00009113)'  
b. Date: October 5, 2000 (Doc. No.: 00022155)'  
c. Date: October 24, 2000 (Doc. No.: 0023555))'

Parcel B: Key No.: 106-06400-0416  
Last Recorded Transfer:  
Date: May 1, 2000 0  
Document Number: 2000-9113

Parcel C: Key No.: 106-06400-0262  
Last Recorded Transfer:  
Date: May 19, 2000  
Document Number: 00010482 '

Adjacent Property (Servient Estate):  
Key Nos.: 106-04300-0052, 106-04600-0049  
Last Recorded Transfer:  
Date: December 17, 1998  
Document Number: 9834586 '

#### EASEMENT AGREEMENT

THIS EASEMENT AND ACCESS AGREEMENT (the "Easement" or "Agreement") is made and entered into as of the 2nd day of October, 2001, by DOROTHY E. RAFFERTY, CLARK WILLIAM RAFFERTY AND EMILY SUE MILLER (the "Owners"), and TIPPECANOE COUNTY LOCAL ENVIRONMENTAL RESPONSE FINANCE BOARD (the "TERF Board").

WITNESSETH:

WHEREAS, the TERF Board owns certain property located along North Ninth Street, in Lafayette, Tippecanoe County, Indiana which is more particularly described in Exhibit A (the "TSL"), and which was previously owned and operated as the Tippecanoe County Sanitary Landfill.

ONLY ENTERED FOR TAXATION  
SUBJECT TO FINAL ACCEPTANCE  
FOR TRANSFER

JAN 09 2002

  
AUDITOR OF TIPPECANOE CO.

WHEREAS, the Owners own certain property adjacent to the TSL which is more particularly described in Exhibit B (the "Adjacent Property").

WHEREAS, the TSL is subject to the terms and provisions of a Notice of Entry of Consent Decree and Declaration of Restrictions and Covenants, dated November 2, 1998, recorded November 6, 1998, in the Office of the Recorder of Tippecanoe County, Indiana, as Document Number 9830064, by John D. and Linda S. Gilmore, Owners (the "Consent Decree").

WHEREAS, the TERF Board, its officers, directors, agents, representatives, overseers, employees, and contractors, and their successors and assigns (collectively, the "TERF Board"), are performing the various obligations required under the Consent Decree in connection with the closure of the TSL pursuant to the Consent Decree which include but are not limited to construction, maintenance, inspection, repair and replacement of certain monitoring facilities, lines, and systems (collectively, the "Obligations").

WHEREAS, to perform certain of the Obligations under the terms and conditions of the Consent Decree, it is necessary for the TERF Board to enter into a portion of the Owners property adjacent to or surrounding the TSL which is more particularly shown in the drawing attached as Exhibit C (the "Temporary Easement"), and

WHEREAS, the Owners desire to grant to the TERF Board an easement over across and through the Adjacent Property for the purpose of performing the Obligations pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owners and the TERF Board hereby agree as follows:

I. Easement. The Owners hereby grant to the TERF Board, its employees, representatives, contractors, agents, overseers, guests, and their successors and assigns (collectively, "Grantees"), a TEMPORARY EASEMENT over, across, under and through the Temporary Easement to perform the Obligations (including, without limitation, to install, lay, use, maintain, inspect, repair and replace monitoring facilities, lines and systems) over, across, under and through the Temporary Easement. The Owners consent to and authorize the Grantees to enter the Adjacent Property in order to commence and conduct its Obligations under the Consent Decree (including, without limitation, drilling, boring, excavation, sampling and other subsurface activity) on the Temporary Easement.

This Grant also includes the right of ingress and egress at reasonable times upon such Adjacent Property for all purposes incidental to this Easement (including, without limitation, construction, inspection, maintenance, repair, and replacement). This Grant includes the right to spray, trim, remove any trees or other growth which may from time to time interfere or threaten to interfere with the exercise of this right granted by this Easement. It is expressly understood and agreed that no buildings, roadways, drives or other structures will be placed over or upon such Temporary Easement by Owners without the express written consent of the TERF Board.

The Grantees, at their own expense, shall be responsible for the construction, maintenance, inspection, repair and replacement of any and all facilities, lines and systems required as a part of the Obligations (including, without limitation, monitoring facilities, lines, and systems) over, across, under and through the Temporary Easement granted herein (hereinafter collectively referred to as "Grantees' Work"). Upon completion of any construction or subsequent inspection, maintenance, repair or replacement, Grantees shall restore the Temporary Easement, and grade, seed and mulch the same, closing all excavations with proper backfill and compaction, and replacing, with similar quality or better, all drive-ways, public roadways, parking areas, entrances, tiling, drainage systems, utilities, and other appurtenances on, under, through, or over the Temporary Easement owned or used by Owners, at no expense to the Owners. If Grantees' Work should require any permits or approvals from any governmental agency, Grantees shall obtain any and all permits and approvals at no expense to the Owners.

2. Term. This Easement shall terminate upon the completion of the terms and conditions of the Consent Decree. This Grant of Easement shall automatically extend for successive periods of ten years or until such time as the Indiana Department of Environmental Management, or its successor entity, determines that regulated or hazardous substances at the TSL no longer present an unacceptable risk to the public health, safety, or welfare or to the environment.

3. Exclusivity. This is a non-exclusive Grant of Easement, and the Owners herein reserve the right to grant similar easements to parties other than the Grantees.

The Grantees may assign this Easement or any rights thereunder to third parties.

4. Ownership. The undersigned Owners do hereby certify that they are the fee simple owner of said Adjacent Property and that no other persons or parties have any interest whatsoever in the title to the aforementioned Adjacent Property, and that it has the full and exclusive right to grant this Easement. The Owners reserve unto itself the ownership of said Adjacent Property, and the full and unrestricted use thereof insofar as the same does not and will not conflict with the use of the same as herein granted unto the Grantees.

5. Cooperation. The Owners will cooperate fully with the Grantees and will take all reasonable action necessary to allow the Grantees to complete the Obligations in the most expeditious manner possible.

6. Notice and Disclosure. Prior to the performance of the Obligations, the Grantees will notify the Owners of the area or areas upon which the Obligations will be conducted and will procure the services of Indiana Underground to locate subsurface utilities at or near the designated areas. The Grantees will further request and the Owners will provide the Grantees with the identity, description and location of all known subsurface facilities and obstructions at or under the designated areas. The Grantees shall have no responsibility or liability to the Owner for damages to any subsurface facilities or obstructions in the designated areas which were known by the Owners but not accurately identified, disclosed or located by the Owner.

7. Indemnification. The Grantees agree to indemnify, defend, and hold harmless Owners for any and all claims, obligations and liabilities and all costs, expenses and attorney's fees incurred, based upon or arising out of any obligation, liability, loss, damage or expense, or whatever kind or nature, contingent or otherwise, known or unknown, incurred under, or imposed by, any provision of Federal, state or local law or regulation, or common law, pertaining to health, safety or environmental protection and arising out of any act or omission by the Grantees in connection with the Construction Project on the Temporary Easement; provided, however, the above-indemnity by the Grantees shall only apply to the extent such damages are caused by the negligence or willful misconduct of the Grantees.

8. Miscellaneous:

a. Notice. Any notice, request, instruction or other document required or permitted to be given under this Agreement by a party to the Agreement will be in writing and be deemed to have been given when (i) received, if delivered and given in person, (ii) on the date of transmission if sent by telex, telecopy, or other wire transmission (provided that a copy of such transmission is simultaneously sent in a manner provided in clause (iii)), or (iii) deposited with the United States mail, postage prepaid, certified and return receipt requested, and addressed to the Seller or the Buyer, as the case may be, at the address set forth below:

Grantees: Tippecanoe County Local Environmental Response Finance Board  
c/o Anthony S. Benton, Esquire  
STUART & BRANIGIN  
P.O. Box 1010, Lafayette, IN 47902-1010

Owners: Dorothy E. Rafferty, Clark William and Emily Sue Rafferty  
%Dorothy E. Rafferty  
1310 S. 28<sup>th</sup> Street  
Lafayette, IN 47905

or such other individual, entity, or address as a party may designate for itself by notice given as provided above.

b. Governing Law. This Agreement will be construed under and in accordance with the laws of the State of Indiana.

c. Binding Effect. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns; provided, however, that no assignment or other transfer will be made without the prior written approval of each of the parties to this Agreement.

d. Severability. If any one or more of the provisions of this Agreement, for any reason, is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or

unenforceability will not affect any other provision hereof, and this Agreement will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

e. Entire Agreement. This Agreement constitutes the sole, only and entire understanding and agreement of the parties hereto in respect to the transaction contemplated by this Agreement. This Agreement supersedes any prior understandings, arrangements, or written or oral agreements relating to the contemplated transaction. This Agreement is not intended to confer upon any other person any rights or remedies. This Agreement may be amended or modified, and any of the terms of this Agreement may be waived, only by a written instrument duly executed by or on behalf of Seller and Buyer.

f. Timeliness. With regard to the dates and time periods set forth or referenced in this Agreement, time is of the essence of this Agreement.

g. Attorneys Fees. In the event either party will be compelled to employ an attorney to enforce the provisions of this contract, the parties agree that the non-defaulting party will be entitled to all of his legal costs and expenses, including reasonable attorney fees, incurred thereby.

IN WITNESS WHEREOF, the TERF Board and Owners have executed this Dedication of Easement this 2nd day of October, 2001.

TERF BOARD:

TIPPECANOE COUNTY LOCAL ENVIRONMENTAL  
RESPONSE FINANCE BOARD

By: Dave Heath  
Dave Heath, Chair

ATTEST:

By:

John Knochel  
John Knochel, Secretary

OWNERS:

Dorothy E. Rafferty  
Dorothy E. Rafferty

Clark William Rafferty  
Clark William Rafferty

Emily Sue (Rafferty) Miller  
Emily Sue Rafferty Miller

STATE OF INDIANA )  
 ) SS:  
COUNTY OF TIPPECANOE )

Before me, the undersigned, a Notary Public for Tippecanoe County in the State of Indiana, personally appeared the Tippecanoe County Local Environmental Response Finance Board by Dave Heath and John Knochel, its Chair and Secretary respectively who on behalf of such Board acknowledged the execution of this instrument this 18<sup>th</sup> day of December, 2001.

(SEAL)

Notary Public

Printed Name

County of Residence: \_\_\_\_\_

My commission expires: \_\_\_\_\_



Marianne M. Owen, Notary Public  
Tippecanoe County, IN  
Commission Exp. Dec. 7, 2001

STATE OF INDIANA )  
 ) SS:  
COUNTY OF TIPPECANOE )

Before me, the undersigned, a Notary Public for Tippecanoe County in the State of Indiana, personally appeared Dorothy E. Rafferty, Clark William Rafferty and Emily Sue Rafferty and who on behalf of such acknowledges the execution of this instrument this 2 day of October, 2001.

(SEAL)

Notary Public

Printed Name

Jeffery L. Helmerick  
Jeffery L. Helmerick

County of Residence: TIPPECANOE

My commission expires: 6-6-09

This instrument was prepared by: Marianne Mitten Owen, Esquire, of the firm of Stuart & Branigin, The Life Building, 300 Main Street, Suite 800, Lafayette, Indiana 47902-1010. Telephone: (765) 423-1561; Facsimile: (765) 742-8175; E-mail: mmo@stuartlaw.com

**EXHIBIT A**

**Legal Description of Tippecanoe County Sanitary Landfill**

(See attached)

**Parcel A**

(Doc. No. 00009113 Gilmore)

A part of the Reservation of the two eldest children of Peter Longlois in Township Twenty-three (23) North, Range 4 (4) West, described as follows:

Beginning at a stone in the North line of said Reservation placed equidistant from the Northeast and Northwest corner of said Reservation; thence running South on a line dividing the share of Peter Longlois and Elizabeth Allen ninety-one (91) poles; thence West two hundred twenty seven and 60/100 (227.60) poles to the West line of said Reservation; thence North with said West line thirty and 92/100 (30.92) poles to Justice's Corner; thence East with Justice's line seventy-two and 56/100th (72.56) poles to the center of the road leading from Lafayette to Davis Ferry; thence with said Road North ten and one-half (10 ½) degrees East nineteen and 28/100 (19.28) poles; thence North eighteen (18) degrees East forty-three and 12/100 (43.12) poles to the North line of said Reservation; thence East with said North line one hundred thirty-eight and 20/100 (138.20) poles to the place of beginning containing one hundred (100) acres, more or less.

EXCEPT the right of way of C I & L Railroad and except a school lot conveyed to the Trustee of Fairfield Township by deed executed February 17, 1862 and recorded in Deed Record 172, Page 186.

EXCEPTING ALSO, fourteen (14) acres heretofore sole to Herman Bilsma and wife lying West of said Railroad as recorded in Deed Record 122, Page 145.

EXCEPTING ALSO, the tract heretofore conveyed to the Union Sandstone Brick Company which deed is recorded in Deed Record 120, Page 461.

EXCEPTING ALSO a part of the West half of Longlois Reserve, located in Township 23 North, Range 4 West, Fairfield Township, Tippecanoe County described as follows:

Beginning at a point on the northern line of the West half of Longlois Reserve, said point being located South 89° 53' 00" West, 1,865.30 feet from the northeastern corner of the West half of Longlois Reserve; thence South 27° 40' 00" West, 104.64 feet; thence North 75° 18' 00" West, 5.38 feet; thence South 59° 42' 00" West, 10.76 feet; thence South 14° 42' 00" West 21.75 feet; thence North 76° 17' 00" West, 116.55 feet; thence North 6° 24' 00" East, 90.32 feet to the northern line of the West half of Longlois Reserve; thence North 89° 53' 00" East along the northern line of the West half of Longlois Reserve, 171.75 feet to the point of beginning, containing 0.36 of an acre, more or less.

EXCEPTING ALSO, beginning at a point on the northern line of the West Half of Longlois Reserve, said point being located South 89° 53' 00" West, 1,524.34 feet from the northeastern corner of the West Half of Longlois Reserve; thence South 53° 43' 30" West, 287.85 feet; thence South 47° 50' 30" West, 152.49 feet; thence South 78° 17' 30" West, 314.12 feet; thence South 47° 36' 30" West, 141.17 feet to the eastern right of way line of the Chicago, Indianapolis and Louisville Railroad; thence traversing the eastern right of way line of Chicago, Indianapolis, and Louisville Railroad the following two courses: North 67° 48' 36" West, 25.00 feet; thence northeasterly on a curve to the right having a central angle of 6° 03' 14", a radius of 4,374.87 feet, an arc distance of 462.25 feet to the northern line of the West Half of said Longlois Reserve; thence North 89° 53' 00" East along the northern line of the West Half of said Longlois Reserve; 589.60 feet to the point of beginning, containing 3.43 acres, more or less.

The land hereby described contains seventy-six and fifty-seven hundredths (76.57) acres, more or less.

ALSO,

(Doc. No. 00022155 Fairfield Builders Supply Corp.)

A strip of land 40 feet wide in part of Section 10, Township 23 North, Range 4 West of the Second Principal Meridian in Fairfield Township, Tippecanoe County, Indiana, more completely described as follows:

Beginning at the Northeast Corner of property conveyed to John D. and Linda S. Gilmore in Document Number 82-1868 as recorded in the Tippecanoe County Recorder's Office, said corner being the Northeast Corner of the West Half of Longlois Reserve; thence along the North Line of said Reserve South 88°59'25" West 443.72 feet to its intersection with the line between Sections 9 and 10; thence North 01°00'35" West along said section line 40.00 feet; thence North 88°59'25" East parallel with said North Line 473.74 feet; thence South 0°58'31" East 40.02 feet to the North Line of said Reserve; thence South 89°01'29" West along said North Line 30.00 feet to the Point of Beginning, containing 0.435 acres, more or less.

ALSO,

A strip of land 30 feet wide in Part of Longlois Reserve, Fairfield Township, Tippecanoe County, Indiana, more completely described as follows:

Beginning at the Northeast corner of the West Half of Longlois Reserve, said corner being also the northeast corner of property conveyed to John D. and Linda S. Gilmore in Document Number 82-1868 as recorded in the Tippecanoe County Recorder's Office; thence North 89°01'29" East 30.00 feet; thence South 0°58'31" East parallel with the east line of said Gilmore property 600.00 feet; thence South 89°01'29" West 30.00 feet to said east line; thence North 0°58'31" West along said east line 600.00 feet to the Point of Beginning, containing 0.413 acres, more or less.

ALSO,

A strip of land 40 feet wide in Part of Longlois Reserve, Fairfield Township, Tippecanoe County, Indiana, more completely described as follows:

Commencing at the Northeast Corner of the West Half of Longlois Reserve, said Corner also being the northeast corner of property conveyed to John D. and Linda S. Gilmore in Document Number 82-1868 as recorded in the Tippecanoe County Recorder's Office; thence along said Gilmore property the following two courses:

1. South 0°58'31" East 1501.50 feet;
2. South 88°59'26" West 1000.00 feet to the Point of Beginning of the herein-described strip;

thence South 01°00'34" East perpendicular to the south line of said Gilmore property 40.00 feet; thence South 88°59'26" West parallel with said south line 500.00 feet; thence North 01°00'34" West perpendicular to said south line 40.00 feet to the south line of said Gilmore property; thence North 88°59'26" East along said South line 500.00 feet to the Point of Beginning, containing 0.459 acres, more or less.

ALSO,

A strip of land 10 and 20 feet wide in part of Section 10, Township 23 North, Range 4 West of the Second Principal Meridian in Fairfield Township, Tippecanoe County, Indiana, more completely described as follows:

Commencing at the Northeast Corner of property conveyed to John D. and Linda S. Gilmore in Document Number 82-1868 as recorded in the Tippecanoe County Recorder's Office, said corner being the Northeast Corner of the West Half of Longlois Reserve; thence North 89°01'29" East 30.00 feet to the Point of Beginning of the herein-described strip; thence North 0°58'31" West 40.02 feet; thence South 88°59'25" West parallel with the North Line of said Reserve 473.74 feet to the line between Sections 9 and 10; thence North 01°00'35" West along said section line 10.00 feet; thence North 88°59'25" East parallel with said North Line 493.75 feet; thence South 0°58'31" East 50.03 feet to the North Line of said Reserve; thence South 89°01'29" West along said North Line 20.00 feet to the Point of Beginning, containing 0.132 acres, more or less.

ALSO,

A strip of land 20 feet wide in Part of Longlois Reserve, Fairfield Township, Tippecanoe County, Indiana, more completely described as follows:

Commencing at the Northeast Corner of the West Half of Longlois Reserve, said corner being also the northeast corner of property conveyed to John D. and Linda S. Gilmore in Document Number 82-1868 as recorded in the Tippecanoe County Recorder's Office; thence North 89°01'29" East 30.00 feet to the Point of Beginning of the herein-described strip; thence continuing North 89°01'29" East 20.00 feet; thence South 0°58'31" East parallel with the east line of said Gilmore property 600.00 feet; thence South 89°01'29" West 20.00 feet; thence North 0°58'31" West parallel with said east line 600.00 feet to the Point of Beginning, containing 0.275 acres, more or less.

ALSO

A strip of land 10 feet wide in Part of Longlois Reserve, Fairfield Township, Tippecanoe County, Indiana, more completely described as follows:

Commencing at the Northeast Corner of the West Half of Longlois Reserve, said Corner being also the northeast corner of property conveyed to John D. and Linda S. Gilmore in Document Number 82-1868 as recorded in the Tippecanoe County Recorder's Office; thence along said Gilmore property the following two courses:

1. South 0°58'31" East 1501.50 feet;
2. South 88°59'26" West 1000.00 feet;

thence South 01°00'34" East perpendicular to the south line of said Gilmore property 40.00 feet to the Point of Beginning of the herein-described strip; thence continuing South 01°00'34" East 10.00 feet; thence South 88°59'26" West parallel with said south line 500.00 feet; thence North 01°00'34" West perpendicular to said south line 10.00 feet; thence North 88°59'26" East parallel with said south line 500.00 feet to the Point of Beginning, containing 0.115 acres, more or less.

ALSO,

(Doc. No. 00023555 Rafferty)

A strip of land 40 feet wide in part of Section 9, Township 23 North, Range 4 West of the Second Principal Meridian in Fairfield Township, Tippecanoe County, Indiana, more completely described as follows:

---

Commencing at the Northeast Corner of property conveyed to John D. and Linda S. Gilmore in Deed Record 82, Page 1868 as recorded in the Tippecanoe County Recorder's Office, said corner being the Northeast Corner of the West Half of Longlois Reserve; thence along the North Line of said Reserve South 88°59'25" West 443.72 feet to its intersection with the line between Sections 9 and 10, said point being the Point of Beginning of the herein-described strip;

---

thence continuing South 88°59'25" West along said North Line 1256.28 feet;  
thence North 01°00'35" West perpendicular to said North Line 40.00 feet; thence  
North 88°59'25" East parallel with said North Line 1256.28 feet to said line  
between Sections 9 and 10; thence South 01°00'35" East along said section line  
40.00 feet to the Point of Beginning, containing 1.154 acres, more or less.

ALSO,

A strip of land 10 feet wide in part of Section 9, Township 23 North,  
Range 4 West of the Second Principal Meridian in Fairfield Township,  
Tippecanoe County, Indiana, more completely described as follows:

Commencing at the Northeast Corner of property conveyed  
to John D. and Linda S. Gilmore in Deed Record 82, Page 1868 as  
recorded in the Tippecanoe County Recorder's Office, said corner  
being the Northeast Corner of the West Half of Longlois Reserve;  
thence North 89°01'29" East 30.00 feet; thence North 0°58'31"  
West 40.02 feet; thence South 88°59'25" West parallel with the  
North Line of said Reserve 473.74 feet to the line between  
Sections 9 and 10, said point being the Point of Beginning of the  
herein-described strip; thence continuing South 88°59'25" West  
parallel with said North Line 1256.28 feet; thence North 01°00'35"  
West perpendicular to said North Line 10.00 feet; thence North  
88°59'25" East parallel with said North Line 1256.28 feet to said  
line between Sections 9 and 10; South 01°00'35" East along said  
section line 10.00 feet to the Point of Beginning, containing 0.288  
acres, more or less.

**Parcel B**

A part of the Reservation of the two eldest children of Peter Longlois in Township Twenty-three (23) North, Range Four (4) West, described as follows:

Beginning at a point on the northern line of the West half of Longlois Reserve, said point being located South 89° 53' 00" West, 1,524.34 feet from the northeastern corner of the West half of Longlois Reserve; thence South 53° 43' 30" West, 287.85 feet; thence South 47° 50' 30" West, 152.49 feet; thence South 78° 17' 30" West, 314.12 feet; thence South 47° 36' 30" West, 141.17 feet to the eastern right of way line of the Chicago, Indianapolis, and Louisville Railroad; thence traversing the eastern right of way line of Chicago, Indianapolis, and Louisville Railroad the following two courses: North 67° 48' 36" West, 25.00 feet; thence northeasterly on a curve to the right having a central angle of 6° 03' 14", a radius of 4,374.87 feet, an arc distance of 462.25 feet to the northern line of the West half of said Longlois Reserve; thence North 89° 53' 00" East along the northern line of the West half of said Longlois Reserve, 589.60 feet to the point of beginning, containing 3.43 acres, more or less.

EXCEPTING a part of the West half of Longlois Reserve, located in Township 23 North, Range 4 West, Fairfield Township, Tippecanoe County described as follows:

Beginning at a point on the northern line of the West half of Longlois Reserve, said point being located South 89° 53' 00" West, 1,865.30 feet from the northeastern corner of the West half of Longlois Reserve; thence South 27° 40' 00" West, 104.64 feet; thence North 75° 18' 00" West, 5.38 feet; thence South 59° 42' 00" West, 10.76 feet; thence South 14° 42' 00" West 21.75 feet; thence North 76° 17' 00" West, 116.55 feet; thence North 6° 24' 00" East, 90.32 feet to the northern line of the West half of Longlois Reserve; thence North 89° 53' 00" East along the northern line of the West half of Longlois Reserve, 171.75 feet to the point of beginning, containing 0.36 of an acre, more or less.

**Parcel C**

A part of the West half of Longlois Reserve, located in Township 23 North, Range 4 West, Fairfield Township, Tippecanoe County, Indiana, described as follows:

Beginning at a point on the northern line of the West half of Longlois Reserve, said point being located South 89°-53'-00" West, 1,865.30 feet from the northeastern corner of the West half of Longlois Reserve; thence South 27°-40'-00" West, 104.64 feet; thence North 75°-18'-00" West, 5.38 feet; thence South 59°-42'-00" West, 10.76 feet; thence South 14°-42'-00" West 21.75 feet; thence North 76°-17'-00" West, 116.55 feet; thence North 06°-24'-00" East, 90.32 feet to the northern line of the West half of Longlois Reserve; thence North 89°-53'-00" East along the northern line of the West half of Longlois Reserve, 171.75 feet to the point of beginning, containing 0.36 of an acre, more or less.

ALSO, an easement for ingress and egress described as follows: An easement and right of way of sufficient width to permit passage of motor vehicles for access to the above described 0.36 of an acre tract from North Ninth Street Road, or such other public dedicated road the Grantor, or its successors in title, may from time to time determine.

(Said easement as set forth in that certain Executor's Deed dated August 24, 1979, recorded September 7, 1979, as Deed Record 79, Page 3864, from John D. Gilmore, as Executor of the Estate of Archie E. Gilmore, deceased, as Grantor; to Donal R. Chambers and D. Jane Chambers, husband and wife, as Grantees.)

**EXHIBIT B**

**Legal Description of Adjacent Property**

(See attached)

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MONITORING WELL 16

MONITORING WELL EASEMENT

A part of the Northeast Fractional Quarter of Section 9, Township 23 North, Range 4 West, Fairfield Township, Tippecanoe County, Indiana, being more particularly described as follows:

A 25.00-foot radius circle for a monitoring well easement whose center point is located at the Point of Terminus of the following 3 courses:

1. Commencing at a Berntsen A1NB monument found per Tippecanoe County Surveyor Section Corner ties at the Southeast Corner of said Northeast Fractional Quarter;
2. South 88°59'25" West along the South Line of said Northeast Fractional Quarter, said line being also the North Line of Longlois Reserve, 1368.76 feet;
3. North 11°53'28" West 175.17 feet to the Point of Terminus.

MONITORING WELL ACCESS EASEMENT

A part of the Northeast Fractional Quarter of Section 9, Township 23 North, Range 4 West, Fairfield Township, Tippecanoe County, Indiana, being more particularly described as follows:

A strip of land 12.00 feet wide, measured 6.00 feet on each side of the following-described centerline: Commencing at a Berntsen A1NB monument found per Tippecanoe County Surveyor Section Corner ties at the Southeast Corner of said Northeast Fractional Quarter; thence South 88°59'25" West along the South Line of said Northeast Fractional Quarter, said line being also the North Line of Longlois Reserve, 1368.76 feet to the Point of Beginning of the herein-described centerline; thence North 11°53'28" West 150.17 feet to the Point of Terminus.

Side lines are to be shortened or extended to meet at angle points.

**EXHIBIT C**

**Drawing of Adjacent Property Highlighting Area of Temporary Easement**

(See attached.)

D.E. RAFFERTY LIFE ESTATE  
DOC. NO. 79-C01-9210-ES119

MW # 16

50' CIRCLE  
WELL EASEMENT

P.O.B.

ACCESS EASEMENT

S 88°59'25" W  
1368.76'

TIPPECANOE SANITARY LANDFILL

NORTH LINE OF LONGLOIS RESERVE

SE COR., NE FR. QTR.  
SECTION 9-23-4  
AT&B MONUMENT  
FOUND



0 100 200 400

1 Inch = 200 Feet

John E. Fisher & Associates, P.C.  
Land Surveyors and Engineers  
1526 Main Street  
Lafayette, Indiana 47901-1810

# MONITORING WELL # 16

## WELL AND ACCESS EASEMENT EXHIBIT

### TIPPECANOE SANITARY LANDFILL

12/21/00  
DRAWN BY RSP  
CHECK BY  
SHEET 6 OF 12  
COM. NO. 00.15.2.T

TSL (Dominant Estate):

Parcel A: Key No.: 106-06400-0042

Last Recorded Transfers:

- a. Date: May 1, 2000 (Doc. No.: 00009113)
- b. Date: October 5, 2000 (Doc. No.: 00022155)
- c. Date: October 24, 2000 (Doc. No.: 0023555)

Parcel B: Key No.: 106-06400-0416

Last Recorded Transfer:

Date: May 1, 2000

Document Number: 0000-9113

Parcel C: Key No.: 106-06400-0262

Last Recorded Transfer:

Date: May 19, 2000

Document Number: 00010482

DULY ENTERED FOR TAXATION  
SUBJECT TO FINAL ACCEPTANCE  
FOR TRANSFER.

JAN 09 2002

*[Signature]*  
AUDITOR OF TIPPECANOE CO.

Adjacent Property (Servient Estate):

Key Nos.: 106-04700-0500, 106-06400-0097,  
106-06300-0010, 106-06400-0086

Last Recorded Transfer:

Date: September 15, 1989

Document Number: 89-12883

EASEMENT AGREEMENT

THIS EASEMENT AND ACCESS AGREEMENT (the "Easement" or "Agreement") is made and entered into as of the 17th day of September, 2001, by FAIRFIELD BUILDERS SUPPLY CORP., (the "Owner"), and TIPPECANOE COUNTY LOCAL ENVIRONMENTAL RESPONSE FINANCE BOARD (the "TERF Board").

WITNESSETH:

WHEREAS, the TERF Board owns certain property located along North Ninth Street, in Lafayette, Tippecanoe County, Indiana which is more particularly described in Exhibit A (the "TSL"), and which was previously owned and operated as the Tippecanoe County Sanitary Landfill.

WHEREAS, the Owner owns certain property adjacent to the TSL which is more particularly described in Exhibit B (the "Adjacent Property").

WHEREAS, the TSL is subject to the terms and provisions of a Notice of Entry of Consent Decree and Declaration of Restrictions and Covenants, dated November 2, 1998, recorded November 6, 1998, in the Office of the Recorder of Tippecanoe County, Indiana, as Document Number 9830064, by John D. and Linda S. Gilmore, Owners (the "Consent Decree").

WHEREAS, the TERF Board, its officers, directors, agents, representatives, overseers, employees, and contractors, and their successors and assigns (collectively, the "TERF Board"), are performing the various obligations required under the Consent Decree in connection with the closure of the TSL pursuant to the Consent Decree which include but are not limited to construction, maintenance, inspection, repair and replacement of certain monitoring facilities, lines, and systems (collectively, the "Obligations").

WHEREAS, to perform certain of the Obligations under the terms and conditions of the Consent Decree, it is necessary for the TERF Board to enter into a portion of the Owner's property adjacent to or surrounding the TSL which is more particularly shown in the drawing attached as Exhibit C (the "Temporary Easement"), and

WHEREAS, the Owner desires to grant to the TERF Board an easement over across and through the Adjacent Property for the purpose of performing the Obligations pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner and the TERF Board hereby agree as follows:

1. Easement. The Owner hereby grants to the TERF Board, its employees, representatives, contractors, agents, overseers, guests, and their successors and assigns (collectively, "Grantees"), a TEMPORARY EASEMENT over, across, under and through the Temporary Easement to perform the Obligations (including, without limitation, to install, lay, use, maintain, inspect, repair and replace monitoring facilities, lines and systems) over, across, under and through the Temporary Easement. The Owner consents to and authorizes the Grantees to enter the Adjacent Property in order to commence and conduct its Obligations under the Consent Decree (including, without limitation, drilling, boring, excavation, sampling and other subsurface activity) on the Temporary Easement.

This Grant also includes the right of ingress and egress at reasonable times upon such Adjacent Property for all purposes incidental to this Easement (including, without limitation, construction, inspection, maintenance, repair, and replacement). Owner reserves the right to modify the location of the access easement as it, in its sole discretion, deems necessary for Owner's use and development of the Adjacent Property. This Grant includes the right to spray, trim, remove any trees or other growth which may from time to time interfere or threaten to interfere with the exercise of this right granted by this Easement. It is expressly understood and agreed that no buildings, roadways, drives or other structures will be placed over or upon such

Temporary Easement by Owner without the express written consent of the TERF Board, which consent shall not be unreasonably withheld.

The Grantees, at their own expense, shall be responsible for the construction, maintenance, inspection, repair and replacement of any and all facilities, lines and systems required as a part of the Obligations (including, without limitation, monitoring facilities, lines, and systems) over, across, under and through the Temporary Easement granted herein (hereinafter collectively referred to as "Grantees' Work"). Upon completion of any construction or subsequent inspection, maintenance, repair or replacement, Grantees shall restore the Temporary Easement, and grade, seed and mulch the same, closing all excavations with proper backfill and compaction, and replacing, with similar quality or better, all drive-ways, public roadways, parking areas, entrances, tiling, drainage systems, utilities, and other appurtenances on, under, through, or over the Temporary Easement owned or used by Owner, at no expense to the Owner. If Grantees' Work should require any permits or approvals from any governmental agency, Grantees shall obtain any and all permits and approvals at no expense to the Owner.

2. Term. This Easement shall terminate upon the completion of the terms and conditions of the Consent Decree. This Grant of Easement shall automatically extend for successive periods of ten years or until such time as the Indiana Department of Environmental Management, or its successor entity, determines that regulated or hazardous substances at the TSL no longer present an unacceptable risk to the public health, safety, or welfare or to the environment. Upon termination of this Easement, Grantees shall remove all facilities, lines and systems and Grantees shall restore the Temporary Easement, and grade, seed and mulch the same, closing all excavations with proper backfill and compaction, and replacing, with similar quality or better, all drive-ways, public roadways, parking areas, entrances, tiling, drainage systems, utilities, and other appurtenances on, under, through, or over the Temporary Easement owned or used by Owner, at no expense to the Owner.

3. Exclusivity. This is a non-exclusive Grant of Easement, and the Owner herein reserves the right to grant similar easements to parties other than the Grantees.

The Grantees may assign this Easement or any rights thereunder to third parties.

4. Ownership. The undersigned Owner does hereby certify that it is the fee simple owner of said Adjacent Property and that no other persons or parties have any interest whatsoever in the title to the aforementioned Adjacent Property, and that it has the full and exclusive right to grant this Easement. The Owner reserves unto itself the ownership of said Adjacent Property, and the full and unrestricted use thereof insofar as the same does not and will not conflict with the use of the same as herein granted unto the Grantees.

5. Cooperation. The Owner will cooperate fully with the Grantees and will take all reasonable action necessary to allow the Grantees to complete the Obligations in the most expeditious manner possible.

6. Notice and Disclosure. Prior to the performance of the Obligations, the Grantees will notify the Owner of the area or areas upon which the Obligations will be conducted and will procure the services of Indiana Underground to locate subsurface utilities at or near the designated areas. The Grantees will further request and the Owner will provide the Grantees with the identity, description and location of all known subsurface facilities and obstructions at or under the designated areas. The Grantees shall have no responsibility or liability to the Owner for damages to any subsurface facilities or obstructions in the designated areas which were known by the Owner but not accurately identified, disclosed or located by the Owner.

7. Indemnification. The Grantees agree to indemnify, defend, and hold harmless Owner for any and all claims, obligations and liabilities and all costs, expenses and attorney's fees incurred, based upon or arising out of any obligation, liability, loss, damage or expense, of whatever kind or nature, contingent or otherwise, known or unknown, incurred under, or imposed by, any provision of Federal, state or local law or regulation, or common law, pertaining to health, safety or environmental protection and arising out of any act or omission by the Grantees in connection with the Grantee's Work on the Temporary Easement; provided, however, the above-indemnity by the Grantees shall only apply to the extent such damages are caused by the negligence or willful misconduct of the Grantees.

8. Miscellaneous:

a. Notice. Any notice, request, instruction or other document required or permitted to be given under this Agreement by a party to the Agreement will be in writing and be deemed to have been given when (i) received, if delivered and given in person, (ii) on the date of transmission if sent by telex, telecopy, or other wire transmission (provided that a copy of such transmission is simultaneously sent in a manner provided in clause (iii)), or (iii) deposited with the United States mail, postage prepaid, certified and return receipt requested, and addressed to the Seller or the Buyer, as the case may be, at the address set forth below:

Grantees: Tippecanoe County Local Environmental Response Finance Board  
c/o Anthony S. Benton, Esquire  
STUART & BRANIGIN  
P.O. Box 1010, Lafayette, IN 47902-1010

Owner: Fairfield Builders Supply Corp.  
P.O. Box 4427  
Lafayette, IN 47903

or such other individual, entity, or address as a party may designate for itself by notice given as provided above.

b. Governing Law. This Agreement will be construed under and in accordance with the laws of the State of Indiana.

c. Binding Effect. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns; provided, however, that no assignment or other transfer will be made without the prior written approval of each of the parties to this Agreement.

d. Severability. If any one or more of the provisions of this Agreement, for any reason, is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision hereof, and this Agreement will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

e. Entire Agreement. This Agreement constitutes the sole, only and entire understanding and agreement of the parties hereto in respect to the transaction contemplated by this Agreement. This Agreement supersedes any prior understandings, arrangements, or written or oral agreements relating to the contemplated transaction. This Agreement is not intended to confer upon any other person any rights or remedies. This Agreement may be amended or modified, and any of the terms of this Agreement may be waived, only by a written instrument duly executed by or on behalf of Seller and Buyer.

f. Timeliness. With regard to the dates and time periods set forth or referenced in this Agreement, time is of the essence of this Agreement.

g. Attorneys Fees. In the event either party will be compelled to employ an attorney to enforce the provisions of this contract, the parties agree that the non-defaulting party will be entitled to all of his legal costs and expenses, including reasonable attorney fees, incurred thereby.

IN WITNESS WHEREOF, the TERF Board and Owner have executed this Dedication of Easement this <sup>44<sup>th</sup></sup> 17<sup>th</sup> day of September, 2001.

TERF BOARD:

TIPPECANOE COUNTY LOCAL ENVIRONMENTAL  
RESPONSE FINANCE BOARD

By:

Dave Heath  
Dave Heath, Chair

ATTEST:

By:

John Knochel  
John Knochel, Secretary

OWNER:

FAIRFIELD BUILDERS SUPPLY CORP.  
an Indiana corporation

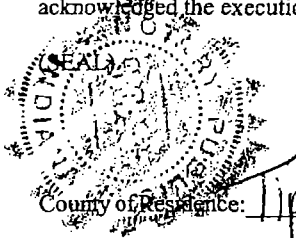
By: Fairfield Builders Supply Corp.  
Name: J. Bradley Coffen  
Title: Vice President

STATE OF INDIANA )

) SS:

COUNTY OF TIPPECANOE )

Before me, the undersigned, a Notary Public for Tippecanoe County in the State of Indiana, personally appeared the Fairfield Builders Supply Corp. by J. Bradley Coffen, Vice President and Dave Heath and John Knochel, its Chair and Secretary respectively who on behalf of such Board of Directors acknowledged the execution of this instrument this 17th day of September, 2001.



Megan S. Winger  
Notary Public  
Megan S. Winger  
Printed Name

County of Residence: Tippecanoe

My commission expires: 3-18-09

STATE OF INDIANA )

) SS:

COUNTY OF TIPPECANOE )

Before me, the undersigned, a Notary Public for Tippecanoe County in the State of Indiana, personally appeared John Knochel, its Chair and Secretary respectively who on behalf of such Board of Directors of Fairfield Builders Supply Corp., an Indiana corporation, acknowledged the execution of this instrument this 18th day of December, 2001.

(SEAL)



Marianne M. Owen, Notary Public  
Resident of Tippecanoe County, IN  
Commission Exp. Dec. 7, 2007

Marianne M. Owen  
Notary Public  
Marianne M. Owen  
Printed Name

County of Residence: Tippecanoe

My commission expires: \_\_\_\_\_

This instrument was prepared by: Marianne Mitten Owen, Esquire, of the firm of Stuart & Branigin, The Life Building, 300 Main Street, Suite 800, Lafayette, Indiana 47902-1010. Telephone: (765) 423-1561; Facsimile: (765) 742-8175; E-mail: mmo@stuartlaw.com

**EXHIBIT A**

**Legal Description of Tippecanoe County Sanitary Landfill**

(See attached)

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**Parcel A**

(Doc. No. 00009113 Gilmore)

A part of the Reservation of the two eldest children of Peter Longlois in Township Twenty-three (23) North, Range 4 (4) West, described as follows:

Beginning at a stone in the North line of said Reservation placed equidistant from the Northeast and Northwest corner of said Reservation; thence running South on a line dividing the share of Peter Longlois and Elizabeth Allen ninety-one (91) poles; thence West two hundred twenty seven and 60/100 (227.60) poles to the West line of said Reservation; thence North with said West line thirty and 92/100 (30.92) poles to Justice's Corner; thence East with Justice's line seventy-two and 56/100th (72.56) poles to the center of the road leading from Lafayette to Davis Ferry; thence with said Road North ten and one-half (10 ½) degrees East nineteen and 28/100 (19.28) poles; thence North eighteen (18) degrees East forty-three and 12/100 (43.12) poles to the North line of said Reservation; thence East with said North line one hundred thirty-eight and 20/100 (138.20) poles to the place of beginning containing one hundred (100) acres, more or less.

EXCEPT the right of way of C I & L Railroad and except a school lot conveyed to the Trustee of Fairfield Township by deed executed February 17, 1862 and recorded in Deed Record 172, Page 186.

EXCEPTING ALSO, fourteen (14) acres heretofore sole to Herman Bilsma and wife lying West of said Railroad as recorded in Deed Record 122, Page 145.

EXCEPTING ALSO, the tract heretofore conveyed to the Union Sandstone Brick Company which deed is recorded in Deed Record 120, Page 461.

EXCEPTING ALSO a part of the West half of Longlois Reserve, located in Township 23 North, Range 4 West, Fairfield Township, Tippecanoe County described as follows:

Beginning at a point on the northern line of the West half of Longlois Reserve, said point being located South 89° 53' 00" West, 1,865.30 feet from the northeastern corner of the West half of Longlois Reserve; thence South 27° 40' 00" West, 104.64 feet; thence North 75° 18' 00" West, 5.38 feet; thence South 59° 42' 00" West, 10.76 feet; thence South 14° 42' 00" West 21.75 feet; thence North 76° 17' 00" West, 116.55 feet; thence North 6° 24' 00" East, 90.32 feet to the northern line of the West half of Longlois Reserve; thence North 89° 53' 00" East along the northern line of the West half of Longlois Reserve, 171.75 feet to the point of beginning, containing 0.36 of an acre, more or less.

---

EXCEPTING ALSO, beginning at a point on the northern line of the West Half of Longlois Reserve, said point being located South 89° 53' 00" West, 1,524.34 feet from the northeastern corner of the West Half of Longlois Reserve; thence South 53° 43' 30" West, 287.85 feet; thence South 47° 50' 30" West, 152.49 feet; thence South 78° 17' 30" West, 314.12 feet; thence South 47° 36' 30" West, 141.17 feet to the eastern right of way line of the Chicago, Indianapolis and Louisville Railroad; thence traversing the eastern right of way line of Chicago, Indianapolis, and Louisville Railroad the following two courses: North 67° 48' 36" West, 25.00 feet; thence northeasterly on a curve to the right having a central angle of 6° 03' 14", a radius of 4,374.87 feet, an arc distance of 462.25 feet to the northern line of the West Half of said Longlois Reserve; thence North 89° 53' 00" East along the northern line of the West Half of said Longlois Reserve; 589.60 feet to the point of beginning, containing 3.43 acres, more or less.

The land hereby described contains seventy-six and fifty-seven hundredths (76.57) acres, more or less.

ALSO,

(Doc. No. 00022155 Fairfield Builders Supply Corp.)

A strip of land 40 feet wide in part of Section 10, Township 23 North, Range 4 West of the Second Principal Meridian in Fairfield Township, Tippecanoe County, Indiana, more completely described as follows:

Beginning at the Northeast Corner of property conveyed to John D. and Linda S. Gilmore in Document Number 82-1868 as recorded in the Tippecanoe County Recorder's Office, said corner being the Northeast Corner of the West Half of Longlois Reserve; thence along the North Line of said Reserve South 88°59'25" West 443.72 feet to its intersection with the line between Sections 9 and 10; thence North 01°00'35" West along said section line 40.00 feet; thence North 88°59'25" East parallel with said North Line 473.74 feet; thence South 0°58'31" East 40.02 feet to the North Line of said Reserve; thence South 89°01'29" West along said North Line 30.00 feet to the Point of Beginning, containing 0.435 acres, more or less.

ALSO,

A strip of land 30 feet wide in Part of Longlois Reserve, Fairfield Township, Tippecanoe County, Indiana, more completely described as follows:

Beginning at the Northeast corner of the West Half of Longlois Reserve, said corner being also the northeast corner of property conveyed to John D. and Linda S. Gilmore in Document Number 82-1868 as recorded in the Tippecanoe County Recorder's Office; thence North 89°01'29" East 30.00 feet; thence South 0°58'31" East parallel with the east line of said Gilmore property 600.00 feet; thence South 89°01'29" West 30.00 feet to said east line; thence North 0°58'31" West along said east line 600.00 feet to the Point of Beginning, containing 0.413 acres, more or less.

ALSO,

A strip of land 40 feet wide in Part of Longlois Reserve, Fairfield Township, Tippecanoe County, Indiana, more completely described as follows:

Commencing at the Northeast Corner of the West Half of Longlois Reserve, said Corner also being the northeast corner of property conveyed to John D. and Linda S. Gilmore in Document Number 82-1868 as recorded in the Tippecanoe County Recorder's Office; thence along said Gilmore property the following two courses:

1. South 0°58'31" East 1501.50 feet;
2. South 88°59'26" West 1000.00 feet to the Point of Beginning of the herein-described strip;

thence South 01°00'34" East perpendicular to the south line of said Gilmore property 40.00 feet; thence South 88°59'26" West parallel with said south line 500.00 feet; thence North 01°00'34" West perpendicular to said south line 40.00 feet to the south line of said Gilmore property; thence North 88°59'26" East along said South line 500.00 feet to the Point of Beginning, containing 0.459 acres, more or less.

ALSO,

A strip of land 10 and 20 feet wide in part of Section 10, Township 23 North, Range 4 West of the Second Principal Meridian in Fairfield Township, Tippecanoe County, Indiana, more completely described as follows:

Commencing at the Northeast Corner of property conveyed to John D. and Linda S. Gilmore in Document Number 82-1868 as recorded in the Tippecanoe County Recorder's Office, said corner being the Northeast Corner of the West Half of Longlois Reserve; thence North 89°01'29" East 30.00 feet to the Point of Beginning of the herein-described strip; thence North 0°58'31" West 40.02 feet; thence South 88°59'25" West parallel with the North Line of said Reserve 473.74 feet to the line between Sections 9 and 10; thence North 01°00'35" West along said section line 10.00 feet; thence North 88°59'25" East parallel with said North Line 493.75 feet; thence South 0°58'31" East 50.03 feet to the North Line of said Reserve; thence South 89°01'29" West along said North Line 20.00 feet to the Point of Beginning, containing 0.132 acres, more or less.

ALSO,

A strip of land 20 feet wide in Part of Longlois Reserve, Fairfield Township, Tippecanoe County, Indiana, more completely described as follows:

Commencing at the Northeast Corner of the West Half of Longlois Reserve, said corner being also the northeast corner of property conveyed to John D. and Linda S. Gilmore in Document Number 82-1868 as recorded in the Tippecanoe County Recorder's Office; thence North 89°01'29" East 30.00 feet to the Point of Beginning of the herein-described strip; thence continuing North 89°01'29" East 20.00 feet; thence South 0°58'31" East parallel with the east line of said Gilmore property 600.00 feet; thence South 89°01'29" West 20.00 feet; thence North 0°58'31" West parallel with said east line 600.00 feet to the Point of Beginning, containing 0.275 acres, more or less.

ALSO

A strip of land 10 feet wide in Part of Longlois Reserve, Fairfield Township, Tippecanoe County, Indiana, more completely described as follows:

Commencing at the Northeast Corner of the West Half of Longlois Reserve, said Corner being also the northeast corner of property conveyed to John D. and Linda S. Gilmore in Document Number 82-1868 as recorded in the Tippecanoe County Recorder's Office; thence along said Gilmore property the following two courses:

1. South 0°58'31" East 1501.50 feet;
2. South 88°59'26" West 1000.00 feet;

thence South 01°00'34" East perpendicular to the south line of said Gilmore property 40.00 feet to the Point of Beginning of the herein-described strip; thence continuing South 01°00'34" East 10.00 feet; thence South 88°59'26" West parallel with said south line 500.00 feet; thence North 01°00'34" West perpendicular to said south line 10.00 feet; thence North 88°59'26" East parallel with said south line 500.00 feet to the Point of Beginning, containing 0.115 acres, more or less.

ALSO,

(Doc. No. 00023555 Rafferty)

A strip of land 40 feet wide in part of Section 9, Township 23 North, Range 4 West of the Second Principal Meridian in Fairfield Township, Tippecanoe County, Indiana, more completely described as follows:

---

Commencing at the Northeast Corner of property conveyed to John D. and Linda S. Gilmore in Deed Record 82, Page 1868 as recorded in the Tippecanoe County Recorder's Office, said corner being the Northeast Corner of the West Half of Longlois Reserve; thence along the North Line of said Reserve South 88°59'25" West 443.72 feet to its intersection with the line between Sections 9 and 10, said point being the Point of Beginning of the herein-described strip;

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thence continuing South 88°59'25" West along said North Line 1256.28 feet; thence North 01°00'35" West perpendicular to said North Line 40.00 feet; thence North 88°59'25" East parallel with said North Line 1256.28 feet to said line between Sections 9 and 10; thence South 01°00'35" East along said section line 40.00 feet to the Point of Beginning, containing 1.154 acres, more or less.

ALSO,

A strip of land 10 feet wide in part of Section 9, Township 23 North, Range 4 West of the Second Principal Meridian in Fairfield Township, Tippecanoe County, Indiana, more completely described as follows:

Commencing at the Northeast Corner of property conveyed to John D. and Linda S. Gilmore in Deed Record 82, Page 1868 as recorded in the Tippecanoe County Recorder's Office, said corner being the Northeast Corner of the West Half of Longlois Reserve; thence North 89°01'29" East 30.00 feet; thence North 0°58'31" West 40.02 feet; thence South 88°59'25" West parallel with the North Line of said Reserve 473.74 feet to the line between Sections 9 and 10, said point being the Point of Beginning of the herein-described strip; thence continuing South 88°59'25" West parallel with said North Line 1256.28 feet; thence North 01°00'35" West perpendicular to said North Line 10.00 feet; thence North 88°59'25" East parallel with said North Line 1256.28 feet to said line between Sections 9 and 10; South 01°00'35" East along said section line 10.00 feet to the Point of Beginning, containing 0.288 acres, more or less.

### Parcel B

A part of the Reservation of the two eldest children of Peter Longlois in Township Twenty-three (23) North, Range Four (4) West, described as follows:

Beginning at a point on the northern line of the West half of Longlois Reserve, said point being located South 89° 53' 00" West, 1,524.34 feet from the northeastern corner of the West half of Longlois Reserve; thence South 53° 43' 30" West, 287.85 feet; thence South 47° 50' 30" West, 152.49 feet; thence South 78° 17' 30" West, 314.12 feet; thence South 47° 36' 30" West, 141.17 feet to the eastern right of way line of the Chicago, Indianapolis, and Louisville Railroad; thence traversing the eastern right of way line of Chicago, Indianapolis, and Louisville Railroad the following two courses: North 67° 48' 36" West, 25.00 feet; thence northeasterly on a curve to the right having a central angle of 6° 03' 14", a radius of 4,374.87 feet, an arc distance of 462.25 feet to the northern line of the West half of said Longlois Reserve; thence North 89° 53' 00" East along the northern line of the West half of said Longlois Reserve, 589.60 feet to the point of beginning, containing 3.43 acres, more or less.

EXCEPTING a part of the West half of Longlois Reserve, located in Township 23 North, Range 4 West, Fairfield Township, Tippecanoe County described as follows:

Beginning at a point on the northern line of the West half of Longlois Reserve, said point being located South 89° 53' 00" West, 1,865.30 feet from the northeastern corner of the West half of Longlois Reserve; thence South 27° 40' 00" West, 104.64 feet; thence North 75° 18' 00" West, 5.38 feet; thence South 59° 42' 00" West, 10.76 feet; thence South 14° 42' 00" West 21.75 feet; thence North 76° 17' 00" West, 116.55 feet; thence North 6° 24' 00" East, 90.32 feet to the northern line of the West half of Longlois Reserve; thence North 89° 53' 00" East along the northern line of the West half of Longlois Reserve, 171.75 feet to the point of beginning, containing 0.36 of an acre, more or less.

### **Parcel C**

A part of the West half of Longlois Reserve, located in Township 23 North, Range 4 West, Fairfield Township, Tippecanoe County, Indiana, described as follows:

Beginning at a point on the northern line of the West half of Longlois Reserve, said point being located South 89°-53'-00" West, 1,865.30 feet from the northeastern corner of the West half of Longlois Reserve; thence South 27°-40'-00" West, 104.64 feet; thence North 75°-18'-00" West, 5.38 feet; thence South 59°-42'-00" West, 10.76 feet; thence South 14°-42'-00" West 21.75 feet; thence North 76°-17'-00" West, 116.55 feet; thence North 06°-24'-00" East, 90.32 feet to the northern line of the West half of Longlois Reserve; thence North 89°-53'-00" East along the northern line of the West half of Longlois Reserve, 171.75 feet to the point of beginning, containing 0.36 of an acre, more or less.

ALSO, an easement for ingress and egress described as follows: An easement and right of way of sufficient width to permit passage of motor vehicles for access to the above described 0.36 of an acre tract from North Ninth Street Road, or such other public dedicated road the Grantor, or its successors in title, may from time to time determine.

(Said easement as set forth in that certain Executor's Deed dated August 24, 1979, recorded September 7, 1979, as Deed Record 79, Page 3864, from John D. Gilmore, as Executor of the Estate of Archie E. Gilmore, deceased, as Grantor; to Donal R. Chambers and D. Jane Chambers, husband and wife, as Grantees.)

**EXHIBIT B**

**Legal Description of Adjacent Property**

(See attached)

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**MONITORING WELL 9**

**MONITORING WELL EASEMENT**

A part of Longlois Reserve, Township 23 North, Range 4 West, Fairfield Township, Tippecanoe County, Indiana, being more particularly described as follows:

A 25.00-foot radius circle for a monitoring well easement whose center point is located at the Point of Terminus of the following 9 courses:

1. Commencing at a Berntsen A1NB monument found per Tippecanoe County Surveyor Section Corner ties at the Southwest Corner of the Northwest Fractional Quarter of Section 10, Township 23 North, Range 4 West, said point being also on the North Line of Longlois Reserve;
2. North 88°59'25" East along the North Line of said Longlois Reserve 443.72 feet;
3. South 0°58'31" East 704.96 feet;
4. South 79°30'08" East 42.87 feet;
5. North 58°55'49" East 217.29 feet;
6. North 82°03'16" East 186.53 feet;
7. North 87°50'54" East 218.86 feet;
8. North 77°31'06" East 30.14 feet;
9. South 12°28'54" East 34.93 feet to the Point of Terminus.

**MONITORING WELL ACCESS EASEMENT**

A part of Longlois Reserve, Township 23 North, Range 4 West, Fairfield Township, Tippecanoe County, Indiana, being more particularly described as follows:

A strip of land 12.00 feet wide, measured 6.00 feet on each side of the following-described centerline: Commencing at a Berntsen A1NB monument found per Tippecanoe County Surveyor Section Corner ties at the Southwest Corner of the Northwest Fractional Quarter of Section 10, Township 23 North, Range 4 West, said point being also on the North Line of Longlois Reserve; thence North 88°59'25" East along the North Line of said Longlois Reserve 443.72 feet; thence South 0°58'31" East 704.96 feet to the Point of Beginning of the herein-described centerline; thence South 79°30'08" East 42.87 feet; thence North 58°55'49" East 217.29 feet; thence North 82°03'16" East 186.53 feet; thence North 87°50'54" East 218.86 feet; thence North 77°31'06" East 30.14 feet; thence South 12°28'54" East 9.93 feet to the Point of Terminus.

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Side lines are to be shortened or extended to meet at angle points.

MONITORING WELL 12

MONITORING WELL EASEMENT

A part of Longlois Reserve, Township 23 North, Range 4 West, Fairfield Township, Tippecanoe County, Indiana, being more particularly described as follows:

A 25.00-foot radius circle for a monitoring well easement whose center point is located at the Point of Terminus of the following 5 courses:

1. Commencing at a Berntsen A1NB monument found per Tippecanoe County Surveyor Section Corner ties at the Southwest Corner of the Northwest Fractional Quarter of Section 10, Township 23 North, Range 3 West, said point being also on the North Line of Longlois Reserve;
2. North 88°59'25" East along the North Line of said Longlois Reserve 443.72 feet;
3. South 0°58'31" East 1491.81 feet;
4. South 89°08'51" East 448.47 feet;
5. North 11°29'15" East 184.35 feet to the Point of Terminus.

MONITORING WELL ACCESS EASEMENT

A part of Longlois Reserve, Township 23 North, Range 4 West, Fairfield Township, Tippecanoe County, Indiana, being more particularly described as follows:

A strip of land 12.00 feet wide, measured 6.00 feet on each side of the following-described centerline: Commencing at a Berntsen A1NB monument found per Tippecanoe County Surveyor Section Corner ties at the Southwest Corner of the Northwest Fractional Quarter of Section 10, Township 23 North, Range 4 West, said point being also on the North Line of Longlois Reserve; thence North 88°59'25" East along the North Line of said Longlois Reserve 443.72 feet; thence South 0°58'31" East 1491.81 feet to the Point of Beginning of the herein-described centerline; thence South 89°08'51" East 448.47 feet; thence North 11°29'15" East 159.35 feet to the Point of Terminus.

Side lines are to be shortened or extended to meet at angle points.

**MONITORING WELL 13**

**MONITORING WELL EASEMENT**

A part of Longlois Reserve, Township 23 North, Range 4 West, Fairfield Township, Tippecanoe County, Indiana, being more particularly described as follows:

A 25.00-foot radius circle for a monitoring well easement whose center point is located at the Point of Terminus of the following 10 courses:

1. Commencing at a Berntsen A1NB monument found per Tippecanoe County Surveyor Section Corner ties at the Southwest Corner of the Northwest Fractional Quarter of Section 10, Township 23 North, Range 4 West, said point being also on the North Line of Longlois Reserve;
2. North 88°59'25" East along the North Line of said Longlois Reserve 443.72 feet;
3. South 0°58'31" East 1491.81 feet;
4. South 89°08'51" East 448.47 feet;
5. South 4°15'53" West 76.31 feet;
6. South 13°24'00" West 107.37 feet;
7. South 9°35'10" West 94.85 feet;
8. South 4°29'38" West 97.14 feet;
9. South 5°10'39" West 485.42 feet;
10. North 84°49'21" West 393.95 feet to the Point of Terminus.

**MONITORING WELL ACCESS EASEMENT**

A part of Longlois Reserve, Township 23 North, Range 4 West, Fairfield Township, Tippecanoe County, Indiana, being more particularly described as follows:

A strip of land 12.00 feet wide, measured 6.00 feet on each side of the following-described centerline: Commencing at a Berntsen A1NB monument found per Tippecanoe County Surveyor Section Corner ties at the Southwest Corner of the Northwest Fractional Quarter of Section 10, Township 23 North, Range 4 West, said point being also on the North Line of Longlois Reserve; thence North 88°59'25" East along the North Line of said Longlois Reserve 443.72 feet; thence South 0°58'31" East 1491.81 feet to the Point of Beginning of the herein-described centerline; thence South 89°08'51" East 448.47 feet; thence South 4°15'53" West 76.31 feet; thence South 13°24'00" West 107.37 feet; thence South 9°35'10" West 94.85 feet; thence South 4°29'38" West 97.14 feet; thence South 5°10'39" West 485.42 feet; thence North 84°49'21" West 368.95 feet to the Point of Terminus.

Side lines are to be shortened or extended to meet at angle points.

MONITORING WELL 18

MONITORING WELL EASEMENT

A part of the Northwest Fractional Quarter of Section 10, Township 23 North, Range 4 West, Fairfield Township, Tippecanoe County, Indiana, being more particularly described as follows:

A 25.00-foot radius circle for a monitoring well easement whose center point is located at the Point of Terminus of the following 3 courses:

1. Commencing at a Berntsen A1NB monument found per Tippecanoe County Surveyor Section Corner ties at the Southwest Corner of said Northwest Fractional Quarter;
2. North 88°59'25" East along the South Line of said Northwest Fractional Quarter, said line being also the North Line of Longlois Reserve, 739.38 feet;
3. North 1°00'35" West 105.68 feet to the Point of Terminus.

MONITORING WELL ACCESS EASEMENT

A part of the Northwest Fractional Quarter of Section 10, Township 23 North, Range 4 West, Fairfield Township, Tippecanoe County, Indiana, being more particularly described as follows:

A strip of land 12.00 feet wide, measured 6.00 feet on each side of the following-described centerline: Commencing at a Berntsen A1NB monument found per Tippecanoe County Surveyor Section Corner ties at the Southwest Corner of said Northwest Fractional Quarter; thence North 88°59'25" East along the South Line of said Northwest Fractional Quarter, said line being also the North Line of Longlois Reserve, 443.72 feet to the Point of Beginning of the herein-described centerline; thence continuing North 88°59'25" East 295.66 feet; thence North 1°00'35" West 80.68 feet to the Point of Terminus.

Side lines are to be shortened or extended to meet at angle points.

**EXHIBIT C**

**Drawing of Adjacent Property Highlighting Area of Temporary Easement**

(See attached.)

FAIRFIELD BUILDERS SUPPLY CORP.  
DOC. NO. 89-12883

SW COR. NW FR. QTR.  
SECTION 10-23-4  
AT&B MONUMENT  
FOUND

NORTH LINE OF LONGLOIS RESERVE

443.72'

S 00°58'31" E  
704.96'

S 79°30'08" E  
42.87'

N 58°55'49" E  
217.29'

N 82°03'16" E  
188.53'

N 87°50'54" E  
218.86'

N 77°31'08" E  
30.14'

S 12°08'54" E  
156.85'

MW # 9

50' RADIUS  
WELL EASEMENT

TIPPECANOE SANITARY LANDFILL

FAIRFIELD BUILDERS SUPPLY CORP.  
DOC. NO. 89-12883



0 100 200 400

1 Inch = 200 Feet

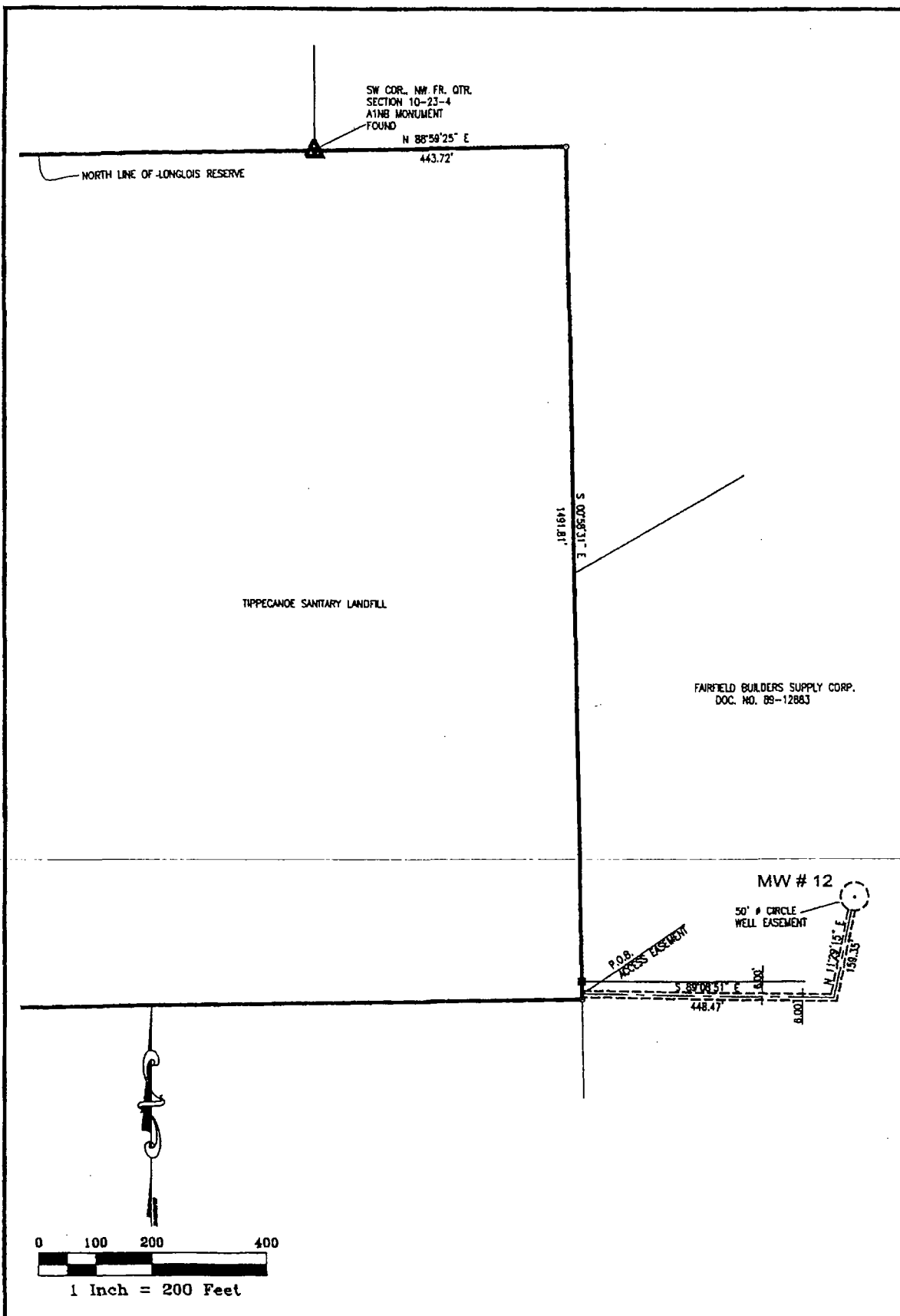
John E. Fisher & Associates, P.C.  
Land Surveyors and Engineers  
1526 Main Street  
Lafayette, Indiana 47901-1810

# MONITORING WELL # 9

## WELL AND ACCESS EASEMENT EXHIBIT

### TIPPECANOE SANITARY LANDFILL

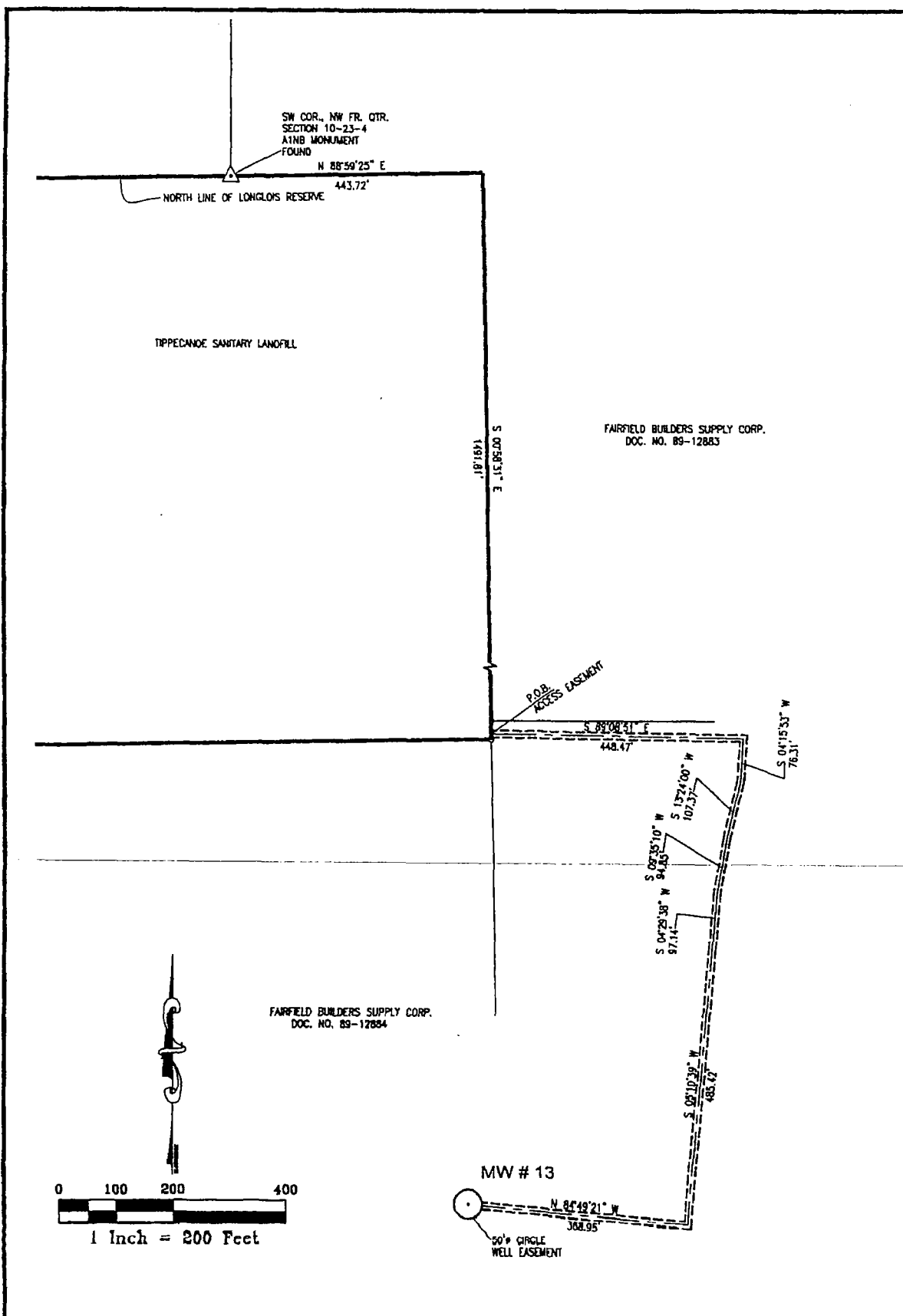
12/21/00  
DRAWN BY RSP  
CHECK BY  
SHEET 1 OF 12  
CONV. NO. 00.15.2T



John E. Fisher & Associates, P.C.  
Land Surveyors and Engineers  
1528 Main Street  
Lafayette, Indiana 47901-1810

# MONITORING WELL # 12 WELL AND ACCESS EASEMENT EXHIBIT TIPPECANOE SANITARY LANDFILL

12/21/00  
DRAWN BY RSP  
CHECK BY  
SHEET 3 OF 12  
CONV. NO. 00.15.2T



John E. Fisher & Associates, P.C.  
Land Surveyors and Engineers  
1526 Main Street  
Lafayette, Indiana 47901-1810

# MONITORING WELL # 13 WELL AND ACCESS EASEMENT EXHIBIT TIPPECANOE SANITARY LANDFILL

DATE 12/21/00  
DRAWN BY RSP  
CHECK BY  
SHEET 4 OF 12  
COWAL NO. 00.15.2 T

FAIRFIELD BUILDERS SUPPLY CORP.  
DOC. NO. 89-12883

SW COR., NW FR. QTR.  
SECTION 10-23-4  
AT&B MONUMENT  
FOUND

50' RADIUS  
WELL EASEMENT

MW # 18

SOUTH LINE OF NW. FR. QTR.

N 88°59'25" E  
443.72'

N 88°59'25" E  
295.66'

NORTH LINE OF LONGLOIS RESERVE

TIPPECANOE SANITARY LANDFILL

0 100 200 400

1 Inch = 200 Feet

John E. Fisher & Associates, P.C.  
Land Surveyors and Engineers  
1526 Main Street  
Lafayette, Indiana 47901-1810

# MONITORING WELL # 18

## WELL AND ACCESS EASEMENT EXHIBIT

### TIPPECANOE SANITARY LANDFILL

12/21/00  
DRAWN BY RSP  
CHECK BY  
SHEET 7 OF 12  
COMM. NO. 00, 15, 2T

TSL (Dominant Estate):

Parcel A: Key Number: 106-06400-0042

Last Recorded Transfers:

- a. Date: May 1, 2000  
Document Number: 00009113
- b. Date: October 5, 2000  
Document Number: 00022155
- c. Date: October 24, 2000  
Document Number: 0023555

Parcel B: Key Number: 106-06400-0416

Last Recorded Transfer:

Date: May 1, 2000  
Document Number: 2000-9113

DULY ENTERED FOR TAXATION  
SUBJECT TO FINAL ACCEPTANCE  
FOR TRANSFER

JAN 09 2002

AUDITOR OF TIPPECANOE CO.

Parcel C: Key Number: 106-06400-0262

Last Recorded Transfer:

Date: May 19, 2000  
Document Number: 00010482

Adjacent Property (Servient Estate):

Key Numbers: 106-06400-0053, 106-06400-0064

Last Recorded Transfer:

Date: January 26, 1989  
Document Number: 89-01121

EASEMENT AGREEMENT

THIS EASEMENT AND ACCESS AGREEMENT (the "Easement" or "Agreement") is made and entered into as of the 18<sup>th</sup> day of December, 2001, by THE TRUSTEES OF PURDUE UNIVERSITY (the "Owner"), and TIPPECANOE COUNTY LOCAL ENVIRONMENTAL RESPONSE FINANCE BOARD (the "TERF Board").

WITNESSETH:

WHEREAS, the TERF Board owns certain property located along North Ninth Street, in Lafayette, Tippecanoe County, Indiana which is more particularly described in Exhibit A (the "TSL"), and which was previously owned and operated as the Tippecanoe County Sanitary Landfill.

WHEREAS, the Owner owns certain property adjacent to the TSL which is more particularly described in Exhibit B (the "Adjacent Property").

WHEREAS, the TSL is subject to the terms and provisions of a Notice of Entry of Consent Decree and Declaration of Restrictions and Covenants, dated November 2, 1998, recorded November 6, 1998, in the Office of the Recorder of Tippecanoe County, Indiana, as Document Number 9830064, by John D. and Linda S. Gilmore, Owners (the "Consent Decree").

WHEREAS, the TERF Board, its officers, directors, agents, representatives, overseers, employees, and contractors, and their successors and assigns (collectively, the "TERF Board"), are performing the various obligations required under the Consent Decree in connection with the closure of the TSL pursuant to the Consent Decree which include but are not limited to construction, maintenance, inspection, repair and replacement of certain monitoring facilities, lines, and systems (collectively, the "Obligations").

WHEREAS, to perform certain of the Obligations under the terms and conditions of the Consent Decree, it is necessary for the TERF Board to enter into a portion of the Owner's property adjacent to or surrounding the TSL which is more particularly shown in the drawing attached as Exhibit C (the "Temporary Easement"), and

WHEREAS, the Owner desires to grant to the TERF Board an easement over across and through the Adjacent Property for the purpose of performing the Obligations pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner and the TERF Board hereby agree as follows:

1. Easement. The Owner hereby grants to the TERF Board, its employees, representatives, contractors, agents, overseers, guests, and their successors and assigns (collectively, "Grantees"), a TEMPORARY EASEMENT over, across, under and through the Temporary Easement to perform the Obligations (including, without limitation, to install, lay, use, maintain, inspect, repair and replace monitoring facilities, lines and systems) over, across, under and through the Temporary Easement. The Owner consents to and authorizes the Grantees to enter the Adjacent Property in order to commence and conduct its Obligations under the Consent Decree (including, without limitation, drilling, boring, excavation, sampling and other subsurface activity) on the Temporary Easement.

This Grant also includes the right of ingress and egress at reasonable times upon such Adjacent Property for all purposes incidental to this Easement (including, without limitation, construction, inspection, maintenance, repair, and replacement). This Grant includes the right to spray, trim, remove any trees or other growth which may from time to time interfere or threaten to interfere with the exercise of this right granted by this Easement. It is expressly understood and agreed that no buildings, roadways, drives or other structures will be placed over or upon such Temporary Easement by Owner without the express written consent of the TERF Board.

The Grantees, at their own expense, shall be responsible for the construction, maintenance, inspection, repair and replacement of any and all facilities, lines and systems required as a part of the Obligations (including, without limitation, monitoring facilities, lines, and systems) over, across, under and through the Temporary Easement granted herein (hereinafter collectively referred to as "Grantees' Work"). Upon completion of any construction or subsequent inspection, maintenance, repair or replacement, Grantees shall restore the Temporary Easement, and grade, seed and mulch the same, closing all excavations with proper backfill and compaction, and replacing, with similar quality or better, all drive-ways, public roadways, parking areas, entrances, tiling, drainage systems, utilities, and other appurtenances on, under, through, or over the Temporary Easement owned or used by Owner, at no expense to the Owner. If Grantees' Work should require any permits or approvals from any governmental agency, Grantees shall obtain any and all permits and approvals at no expense to the Owner.

2. Term. This Easement shall terminate upon the completion of the terms and conditions of the Consent Decree. This Grant of Easement shall automatically extend for successive periods of ten years or until such time as the Indiana Department of Environmental Management, or its successor entity, determines that regulated or hazardous substances at the TSL no longer present an unacceptable risk to the public health, safety, or welfare or to the environment.

3. Exclusivity. This is a non-exclusive Grant of Easement, and the Owner herein reserves the right to grant similar easements to parties other than the Grantees.

The Grantees may assign this Easement or any rights thereunder to third parties.

4. Ownership. The undersigned Owner does hereby certify that it is the fee simple owner of said Adjacent Property and that no other persons or parties have any interest whatsoever in the title to the aforementioned Adjacent Property, and that it has the full and exclusive right to grant this Easement. The Owner reserves unto itself the ownership of said Adjacent Property, and the full and unrestricted use thereof insofar as the same does not and will not conflict with the use of the same as herein granted unto the Grantees.

5. Cooperation. The Owner will cooperate fully with the Grantees and will take all reasonable action necessary to allow the Grantees to complete the Obligations in the most expeditious manner possible.

6. Notice and Disclosure. Prior to the performance of the Obligations, the Grantees will notify the Owner of the area or areas upon which the Obligations will be conducted and will procure the services of Indiana Underground to locate subsurface utilities at or near the designated areas. The Grantees will further request and the Owner will provide the Grantees with the identity, description and location of all known subsurface facilities and obstructions at or under the designated areas. The Grantees shall have no responsibility or liability to the Owner for damages to any subsurface facilities or obstructions in the designated areas which were known by the Owner but not accurately identified, disclosed or located by the Owner.

7. Indemnification. The Grantees agree to indemnify, defend, and hold harmless Owner for any and all claims, obligations and liabilities and all costs, expenses and attorney's fees incurred, based upon or arising out of any obligation, liability, loss, damage or expense, or whatever kind or nature, contingent or otherwise, known or unknown, incurred under, or imposed by, any provision of Federal, state or local law or regulation, or common law, pertaining to health, safety or environmental protection and arising out of any act or omission by the Grantees in connection with the Construction Project on the Temporary Easement; provided, however, the above-indemnity by the Grantees shall only apply to the extent such damages are caused by the negligence or willful misconduct of the Grantees.

8. Miscellaneous:

a. Notice. Any notice, request, instruction or other document required or permitted to be given under this Agreement by a party to the Agreement will be in writing and be deemed to have been given when (i) received, if delivered and given in person, (ii) on the date of transmission if sent by telex, telecopy, or other wire transmission (provided that a copy of such transmission is simultaneously sent in a manner provided in clause (iii)), or (iii) deposited with the United States mail, postage prepaid, certified and return receipt requested, and addressed to the Seller or the Buyer, as the case may be, at the address set forth below:

Grantees: Tippecanoe County Local Environmental Response Finance Board  
c/o Anthony S. Benton, Esquire  
STUART & BRANIGIN  
P.O. Box 1010, Lafayette, IN 47902-1010

Owner: The Trustees of Purdue University  
Hovde Hall  
Purdue University  
West Lafayette, IN 47907

or such other individual, entity, or address as a party may designate for itself by notice given as provided above.

b. Governing Law. This Agreement will be construed under and in accordance with the laws of the State of Indiana.

c. Binding Effect. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns; provided, however, that no assignment or other transfer will be made without the prior written approval of each of the parties to this Agreement.

d. Severability. If any one or more of the provisions of this Agreement, for any reason, is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision hereof, and this Agreement will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

e. Entire Agreement. This Agreement constitutes the sole, only and entire understanding and agreement of the parties hereto in respect to the transaction contemplated by this Agreement. This Agreement supersedes any prior understandings, arrangements, or written or oral agreements relating to the contemplated transaction. This Agreement is not intended to confer upon any other person any rights or remedies. This Agreement may be amended or modified, and any of the terms of this Agreement may be waived, only by a written instrument duly executed by or on behalf of Seller and Buyer.

f. Timeliness. With regard to the dates and time periods set forth or referenced in this Agreement, time is of the essence of this Agreement.

g. Attorneys Fees. In the event either party will be compelled to employ an attorney to enforce the provisions of this contract, the parties agree that the non-defaulting party will be entitled to all of his legal costs and expenses, including reasonable attorney fees, incurred thereby.

IN WITNESS WHEREOF, the TERF Board and Owner have executed this Dedication of Easement this 18<sup>th</sup> day of December, 2001.

TERF BOARD:

TIPPECANOE COUNTY LOCAL ENVIRONMENTAL  
RESPONSE FINANCE BOARD

By:

Dave Heath  
Dave Heath, Chair

ATTEST:

By:

Jenn Knochel  
Jenn Knochel, Secretary

OWNER:

THE TRUSTEES OF PURDUE UNIVERSITY

By:

Kenneth A. Burns  
Kenneth A. Burns, Executive Vice  
President and Treasurer

STATE OF INDIANA                     )  
  ) SS:  
COUNTY OF TIPPECANOE            )

Before me, the undersigned, a Notary Public for Tippecanoe County in the State of Indiana, personally appeared the Tippecanoe County Local Environmental Response Finance Board by Dave Heath and John Knochel, its Chair and Secretary respectively who on behalf of such Board acknowledged the execution of this instrument this 18<sup>th</sup> day of December, 2001.

(SEAL)



Marianne M. Owen, Notary Public,  
Resident of Tippecanoe County, IN  
Commission Exp. Dec. 7, 2007

[Signature]  
Notary Public

\_\_\_\_\_  
Printed Name

County of Residence: \_\_\_\_\_

My commission expires: \_\_\_\_\_

STATE OF INDIANA                     )  
  ) SS:  
COUNTY OF TIPPECANOE            )

Before me, the undersigned, a Notary Public for Tippecanoe County in the State of Indiana, personally appeared The Trustees of Purdue University by Kenneth P. Burns, its Executive Vice President and Treasurer, who on behalf said corporation acknowledged the execution of this instrument this 18<sup>th</sup> day of December, 2001.

(SEAL)



Marianne M. Owen, Notary Public,  
Resident of Tippecanoe County, IN  
Commission Exp. Dec. 7, 2007

[Signature]  
Notary Public

\_\_\_\_\_  
Printed Name

County of Residence: \_\_\_\_\_

My commission expires: \_\_\_\_\_

This instrument was prepared by: Marianne Mitten Owen, Esquire, of the firm of Stuart & Branigin, The Life Building, 300 Main Street, Suite 800, Lafayette, Indiana 47902-1010. Telephone: (765) 423-1561; Facsimile: (765) 742-8175; E-mail: mmo@stuartlaw.com

**EXHIBIT A**

**Legal Description of Tippecanoe County Sanitary Landfill**

(See attached)

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**Parcel A**

(Doc. No. 00009113 Gilmore)

A part of the Reservation of the two eldest children of Peter Longlois in Township Twenty-three (23) North, Range 4 (4) West, described as follows:

Beginning at a stone in the North line of said Reservation placed equidistant from the Northeast and Northwest corner of said Reservation; thence running South on a line dividing the share of Peter Longlois and Elizabeth Allen ninety-one (91) poles; thence West two hundred twenty seven and 60/100 (227.60) poles to the West line of said Reservation; thence North with said West line thirty and 92/100 (30.92) poles to Justice's Corner; thence East with Justice's line seventy-two and 56/100th (72.56) poles to the center of the road leading from Lafayette to Davis Ferry; thence with said Road North ten and one-half (10 ½) degrees East nineteen and 28/100 (19.28) poles; thence North eighteen (18) degrees East forty-three and 12/100 (43.12) poles to the North line of said Reservation; thence East with said North line one hundred thirty-eight and 20/100 (138.20) poles to the place of beginning containing one hundred (100) acres, more or less.

EXCEPT the right of way of C I & L Railroad and except a school lot conveyed to the Trustee of Fairfield Township by deed executed February 17, 1862 and recorded in Deed Record 172, Page 186.

EXCEPTING ALSO, fourteen (14) acres heretofore sole to Herman Bilsma and wife lying West of said Railroad as recorded in Deed Record 122, Page 145.

EXCEPTING ALSO, the tract heretofore conveyed to the Union Sandstone Brick Company which deed is recorded in Deed Record 120, Page 461.

EXCEPTING ALSO a part of the West half of Longlois Reserve, located in Township 23 North, Range 4 West, Fairfield Township, Tippecanoe County described as follows:

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Beginning at a point on the northern line of the West half of Longlois Reserve, said point being located South 89° 53' 00" West, 1,865.30 feet from the northeastern corner of the West half of Longlois Reserve; thence South 27° 40' 00" West, 104.64 feet; thence North 75° 18' 00" West, 5.38 feet; thence South 59° 42' 00" West, 10.76 feet; thence South 14° 42' 00" West 21.75 feet; thence North 76° 17' 00" West, 116.55 feet; thence North 6° 24' 00" East, 90.32 feet to the northern line of the West half of Longlois Reserve; thence North 89° 53' 00" East along the northern line of the West half of Longlois Reserve, 171.75 feet to the point of beginning, containing 0.36 of an acre, more or less.

EXCEPTING ALSO, beginning at a point on the northern line of the West Half of Longlois Reserve, said point being located South 89° 53' 00" West, 1,524.34 feet from the northeastern corner of the West Half of Longlois Reserve; thence South 53° 43' 30" West, 287.85 feet; thence South 47° 50' 30" West, 152.49 feet; thence South 78° 17' 30" West, 314.12 feet; thence South 47° 36' 30" West, 141.17 feet to the eastern right of way line of the Chicago, Indianapolis and Louisville Railroad; thence traversing the eastern right of way line of Chicago, Indianapolis, and Louisville Railroad the following two courses: North 67° 48' 36" West, 25.00 feet; thence northeasterly on a curve to the right having a central angle of 6° 03' 14", a radius of 4,374.87 feet, an arc distance of 462.25 feet to the northern line of the West Half of said Longlois Reserve; thence North 89° 53' 00" East along the northern line of the West Half of said Longlois Reserve; 589.60 feet to the point of beginning, containing 3.43 acres, more or less.

The land hereby described contains seventy-six and fifty-seven hundredths (76.57) acres, more or less.

(Doc. No. 00022155 Fairfield Builders Supply Corp.)

A strip of land 40 feet wide in part of Section 10, Township 23 North, Range 4 West of the Second Principal Meridian in Fairfield Township, Tippecanoe County, Indiana, more completely described as follows:

~~Beginning at the Northeast Corner of property conveyed to John D. and Linda S. Gilmore in Document Number 82-1868 as recorded in the Tippecanoe County Recorder's Office, said~~

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corner being the Northeast Corner of the West Half of Longlois Reserve; thence along the North Line of said Reserve South 88°59'25" West 443.72 feet to its intersection with the line between Sections 9 and 10; thence North 01°00'35" West along said section line 40.00 feet; thence North 88°59'25" East parallel with said North Line 473.74 feet; thence South 0°58'31" East 40.02 feet to the North Line of said Reserve; thence South 89°01'29" West along said North Line 30.00 feet to the Point of Beginning, containing 0.435 acres, more or less.

ALSO,

A strip of land 30 feet wide in Part of Longlois Reserve, Fairfield Township, Tippecanoe County, Indiana, more completely described as follows:

Beginning at the Northeast corner of the West Half of Longlois Reserve, said corner being also the northeast corner of property conveyed to John D. and Linda S. Gilmore in Document Number 82-1868 as recorded in the Tippecanoe County Recorder's Office; thence North 89°01'29" East 30.00 feet; thence South 0°58'31" East parallel with the east line of said Gilmore property 600.00 feet; thence South 89°01'29" West 30.00 feet to said east line; thence North 0°58'31" West along said east line 600.00 feet to the Point of Beginning, containing 0.413 acres, more or less.

ALSO,

A strip of land 40 feet wide in Part of Longlois Reserve, Fairfield Township, Tippecanoe County, Indiana, more completely described as follows:

Commencing at the Northeast Corner of the West Half of Longlois Reserve, said Corner also being the northeast corner of property conveyed to John D. and Linda S. Gilmore in Document Number 82-1868 as recorded in the Tippecanoe County Recorder's Office; thence along said Gilmore property the following two courses:

1. South 0°58'31" East 1501.50 feet;
  2. South 88°59'26" West 1000.00 feet to the Point of Beginning of the herein-described strip;
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thence South 01°00'34" East perpendicular to the south line of said Gilmore property 40.00 feet; thence South 88°59'26" West parallel with said south line 500.00 feet; thence North 01°00'34" West perpendicular to said south line 40.00 feet to the south line of said Gilmore property; thence North 88°59'26" East along said South line 500.00 feet to the Point of Beginning, containing 0.459 acres, more or less.

ALSO,

A strip of land 10 and 20 feet wide in part of Section 10, Township 23 North, Range 4 West of the Second Principal Meridian in Fairfield Township, Tippecanoe County, Indiana, more completely described as follows:

Commencing at the Northeast Corner of property conveyed to John D. and Linda S. Gilmore in Document Number 82-1868 as recorded in the Tippecanoe County Recorder's Office, said corner being the Northeast Corner of the West Half of Longlois Reserve; thence North 89°01'29" East 30.00 feet to the Point of Beginning of the herein-described strip; thence North 0°58'31" West 40.02 feet; thence South 88°59'25" West parallel with the North Line of said Reserve 473.74 feet to the line between Sections 9 and 10; thence North 01°00'35" West along said section line 10.00 feet; thence North 88°59'25" East parallel with said North Line 493.75 feet; thence South 0°58'31" East 50.03 feet to the North Line of said Reserve; thence South 89°01'29" West along said North Line 20.00 feet to the Point of Beginning, containing 0.132 acres, more or less.

ALSO,

A strip of land 20 feet wide in Part of Longlois Reserve, Fairfield Township, Tippecanoe County, Indiana, more completely described as follows:

Commencing at the Northeast Corner of the West Half of Longlois Reserve, said corner being also the northeast corner of property conveyed to John D. and Linda S. Gilmore in Document Number 82-1868 as recorded in the Tippecanoe County Recorder's Office; thence North 89°01'29" East 30.00 feet to the Point of Beginning of the herein-described strip; thence continuing North 89°01'29" East 20.00 feet; thence South 0°58'31" East parallel with the east line of said Gilmore property 600.00 feet; thence South 89°01'29" West 20.00 feet; thence North 0°58'31" West parallel with said east line 600.00 feet to the Point of Beginning, containing 0.275 acres, more or less.

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ALSO

A strip of land 10 feet wide in Part of Longlois Reserve, Fairfield Township, Tippecanoe County, Indiana, more completely described as follows:

Commencing at the Northeast Corner of the West Half of Longlois Reserve, said Corner being also the northeast corner of property conveyed to John D. and Linda S. Gilmore in Document Number 82-1868 as recorded in the Tippecanoe County Recorder's Office; thence along said Gilmore property the following two courses:

1. South 0°58'31" East 1501.50 feet;
2. South 88°59'26" West 1000.00 feet;

thence South 01°00'34" East perpendicular to the south line of said Gilmore property 40.00 feet to the Point of Beginning of the herein-described strip; thence continuing South 01°00'34" East 10.00 feet; thence South 88°59'26" West parallel with said south line 500.00 feet; thence North 01°00'34" West perpendicular to said south line 10.00 feet; thence North 88°59'26" East parallel with said south line 500.00 feet to the Point of Beginning, containing 0.115 acres, more or less.

(Doc. No. 00023555 Rafferty)

A strip of land 40 feet wide in part of Section 9, Township 23 North, Range 4 West of the Second Principal Meridian in Fairfield Township, Tippecanoe County, Indiana, more completely described as follows:

Commencing at the Northeast Corner of property conveyed to John D. and Linda S. Gilmore in Deed Record 82, Page 1868 as recorded in the Tippecanoe County Recorder's Office, said corner being the Northeast Corner of the West Half of Longlois Reserve; thence along the North Line of said Reserve South 88°59'25" West 443.72 feet to its intersection with the line between Sections 9 and 10, said point being the Point of Beginning of the herein-described strip; thence continuing South 88°59'25" West along said North Line 1256.28 feet; thence North 01°00'35" West perpendicular to

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said North Line 40.00 feet; thence North 88°59'25" East parallel with said North Line 1256.28 feet to said line between Sections 9 and 10; thence South 01°00'35" East along said section line 40.00 feet to the Point of Beginning, containing 1.154 acres, more or less.

ALSO,

A strip of land 10 feet wide in part of Section 9, Township 23 North, Range 4 West of the Second Principal Meridian in Fairfield Township, Tippecanoe County, Indiana, more completely described as follows:

Commencing at the Northeast Corner of property conveyed to John D. and Linda S. Gilmore in Deed Record 82, Page 1868 as recorded in the Tippecanoe County Recorder's Office, said corner being the Northeast Corner of the West Half of Longlois Reserve; thence North 89°01'29" East 30.00 feet; thence North 0°58'31" West 40.02 feet; thence South 88°59'25" West parallel with the North Line of said Reserve 473.74 feet to the line between Sections 9 and 10, said point being the Point of Beginning of the herein-described strip; thence continuing South 88°59'25" West parallel with said North Line 1256.28 feet; thence North 01°00'35" West perpendicular to said North Line 10.00 feet; thence North 88°59'25" East parallel with said North Line 1256.28 feet to said line between Sections 9 and 10; South 01°00'35" East along said section line 10.00 feet to the Point of Beginning, containing 0.288 acres, more or less.

**Parcel B**

A part of the Reservation of the two eldest children of Peter Longlois in Township Twenty-three (23) North, Range Four (4) West, described as follows:

Beginning at a point on the northern line of the West half of Longlois Reserve, said point being located South 89° 53' 00" West, 1,524.34 feet from the northeastern corner of the West half of Longlois Reserve; thence South 53° 43' 30" West, 287.85 feet; thence South 47° 50' 30" West, 152.49 feet; thence South 78° 17' 30" West, 314.12 feet; thence South 47° 36' 30" West, 141.17 feet to the eastern right of way line of the Chicago, Indianapolis, and Louisville Railroad; thence traversing the eastern right of way line of Chicago, Indianapolis, and Louisville Railroad the following two courses: North 67° 48' 36" West, 25.00 feet; thence northeasterly on a curve to the right having a central angle of 6° 03' 14", a radius of 4,374.87 feet, an arc distance of 462.25 feet to the northern line of the West half of said Longlois Reserve; thence North 89° 53' 00" East along the northern line of the West half of said Longlois Reserve, 589.60 feet to the point of beginning, containing 3.43 acres, more or less.

EXCEPTING a part of the West half of Longlois Reserve, located in Township 23 North, Range 4 West, Fairfield Township, Tippecanoe County described as follows:

Beginning at a point on the northern line of the West half of Longlois Reserve, said point being located South 89° 53' 00" West, 1,865.30 feet from the northeastern corner of the West half of Longlois Reserve; thence South 27° 40' 00" West, 104.64 feet; thence North 75° 18' 00" West, 5.38 feet; thence South 59° 42' 00" West, 10.76 feet; thence South 14° 42' 00" West 21.75 feet; thence North 76° 17' 00" West, 116.55 feet; thence North 6° 24' 00" East, 90.32 feet to the northern line of the West half of Longlois Reserve; thence North 89° 53' 00" East along the northern line of the West half of Longlois Reserve, 171.75 feet to the point of beginning, containing 0.36 of an acre, more or less.

### Parcel C

A part of the West half of Longlois Reserve, located in Township 23 North, Range 4 West, Fairfield Township, Tippecanoe County, Indiana, described as follows:

Beginning at a point on the northern line of the West half of Longlois Reserve, said point being located South 89°-53'-00" West, 1,865.30 feet from the northeastern corner of the West half of Longlois Reserve; thence South 27°-40'-00" West, 104.64 feet; thence North 75°-18'-00" West, 5.38 feet; thence South 59°-42'-00" West, 10.76 feet; thence South 14°-42'-00" West 21.75 feet; thence North 76°-17'-00" West, 116.55 feet; thence North 06°-24'-00" East, 90.32 feet to the northern line of the West half of Longlois Reserve; thence North 89°-53'-00" East along the northern line of the West half of Longlois Reserve, 171.75 feet to the point of beginning, containing 0.36 of an acre, more or less.

ALSO, an easement for ingress and egress described as follows: An easement and right of way of sufficient width to permit passage of motor vehicles for access to the above described 0.36 of an acre tract from North Ninth Street Road, or such other public dedicated road the Grantor, or its successors in title, may from time to time determine.

(Said easement as set forth in that certain Executor's Deed dated August 24, 1979, recorded September 7, 1979, as Deed Record 79, Page 3864, from John D. Gilmore, as Executor of the Estate of Archie E. Gilmore, deceased, as Grantor; to Donal R. Chambers and D. Jane Chambers, husband and wife, as Grantees.)

**EXHIBIT B**

**Legal Description of Adjacent Property**

(See attached)

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**MONITORING WELL 21**

**MONITORING WELL EASEMENT**

A part of Longlois Reserve, Township 23 North, Range 4 West, Fairfield Township, Tippecanoe County, Indiana, being more particularly described as follows:

A 25.00-foot radius circle for a monitoring well easement whose center point is located at the Point of Terminus of the following 5 courses:

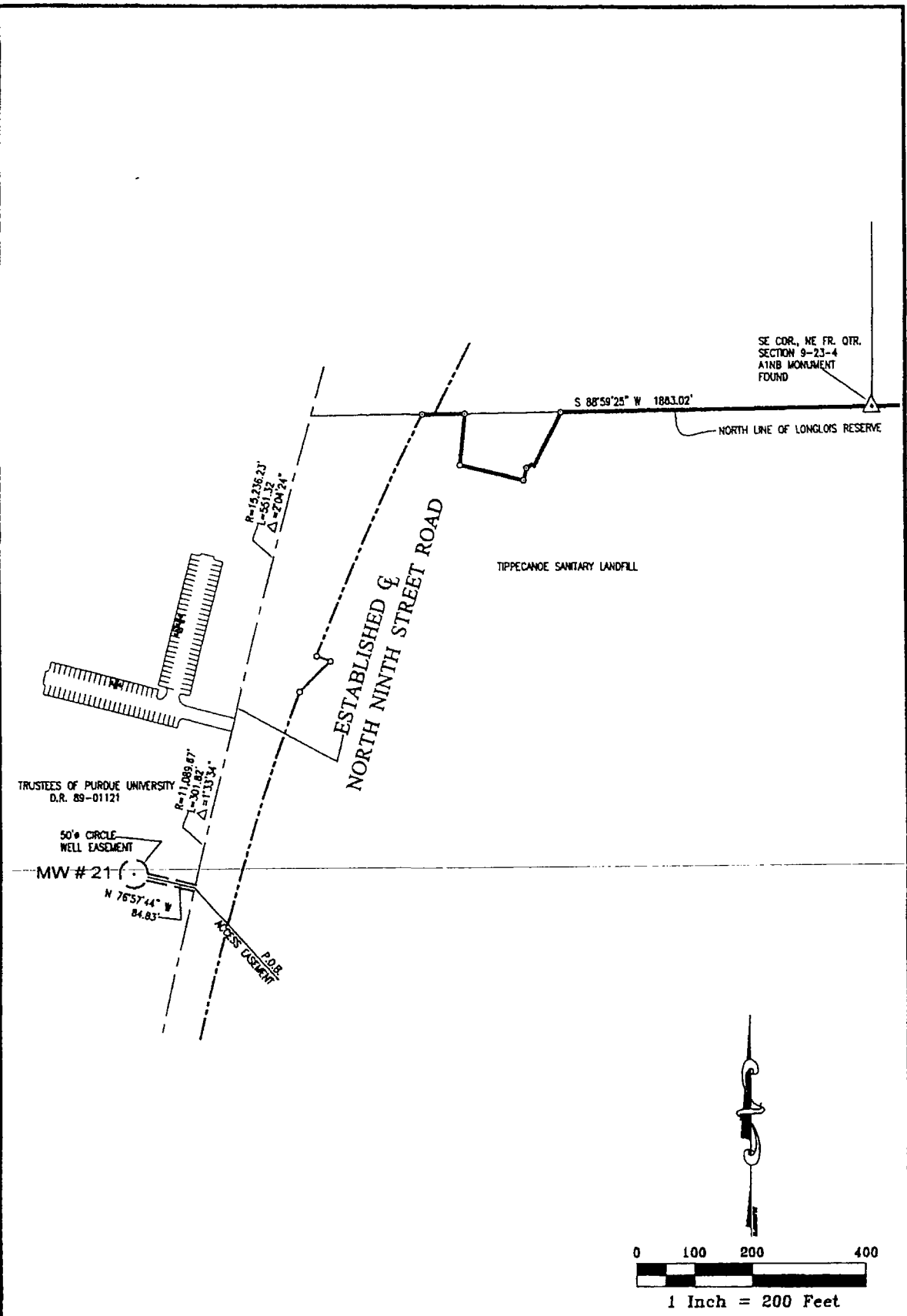
1. Commencing at a Berntsen A1NB monument found per Tippecanoe County Surveyor Section Corner ties at the Southeast Corner of the Northeast Fractional Quarter of Section 9, Township 23 North, Range 4 West;
2. South 88°59'25" West along the South Line of said Northeast Fractional Quarter, said line being also the North Line of Longlois Reserve, 1863.02 feet to the centerline of North Ninth Street Road, said point being on a non-tangent curve to the left, having a central angle of 2°04'24" and a radius of 15,236.23 feet;
3. Southwesterly along said curve an arc distance 551.32 feet (said arc being subtended by a chord having a bearing of South 14°15'49" West and a length of 551.28 feet) to the point of compound curvature of a curve to the left, having a central angle of 1°33'34" and a radius of 11,089.67 feet;
4. Southwesterly along said curve an arc distance of 301.82 feet (said arc being subtended by a chord having a bearing of South 13°49'03" West and a length of 301.81 feet);
5. North 76°57'44" West 109.83 feet to the Point of Terminus.

**MONITORING WELL ACCESS EASEMENT**

A part of Longlois Reserve, Township 23 North, Range 4 West, Fairfield Township, Tippecanoe County, Indiana, being more particularly described as follows:

A strip of land 12.00 feet wide, measured 6.00 feet on each side of the following-described centerline: Commencing at a Berntsen A1NB monument found per Tippecanoe County Surveyor Section Corner ties at the Southeast Corner of the Northeast Fractional Quarter of Section 9, Township 23 North, Range 4 West; thence South 88°59'25" West along the South Line of said Northeast Fractional Quarter, said line being also the North Line of Longlois Reserve, 1863.02 feet to the centerline of North Ninth Street Road, said point being on a non-tangent curve to the left, having a central angle of 2°04'24" and a radius of 15,236.23 feet; thence Southwesterly along said curve an arc distance 551.32 feet (said arc being subtended by a chord having a bearing of South 14°15'49" West and a length of 551.28 feet) to the point of compound curvature of a curve to the left, having a central angle of 1°33'34" and a radius of 11,089.67 feet; thence Southwesterly along said curve an arc length of 301.82 feet (said arc being subtended by a chord having a bearing of South 13°49'03" West and a distance of 301.81 feet) to the Point of Beginning of the herein-described centerline; thence North 76°57'44" West 84.83 feet to the Point of Terminus.

Side lines are to be shortened or extended to meet at angle points.



John E. Fisher & Associates, P.C.  
Land Surveyors and Engineers  
1526 Main Street  
Lafayette, Indiana 47901-1810

# MONITORING WELL # 21 WELL AND ACCESS EASEMENT EXHIBIT TIPPECANOE SANITARY LANDFILL

12/21/00  
DRAWN BY RSP  
CHECK BY  
SHEET 9 OF 12  
CONAL. NO. 00.15.2 T

02000998 01/09/2002 11:42am BK: PG: 1  
PAM BERGLUND, TIPPECANOE COUNTY RECORDER

Re-Rec 02001967 01/17/2002 10:57am BK: PG: 1  
PAM BERGLUND, TIPPECANOE COUNTY RECORDER

TSL (Dominant Estate):

Parcel A:

Key Number: 106-06400-0042

Last Recorded Transfers:

- a. Date: May 1, 2000  
Document Number: 00009113
- b. Date: October 5, 2000  
Document Number: 00022155
- c. Date: October 24, 2000  
Document Number: 0023555

Parcel B:

Key Number.: 106-06400-0416

Last Recorded Transfer:

Date: May 1, 2000  
Document Number: 2000-9113

Parcel C:

Key Number: 106-06400-0262

Last Recorded Transfer:

Date: May 19, 2000  
Document Number: 00010482

DULY ENTERED FOR TAXATION  
SUBJECT TO FINAL ACCEPTANCE  
FOR TRANSFER.

*Robert A. Berglund*  
AUDITOR OF TIPPECANOE CO.  
1-17-02 *up*

Adjacent Property (Servient Estate):

Key Number: 106-06400-0020

Last Recorded Transfer:

Date: ~~September 9, 1997~~ September 25, 1989  
Document Number: Parcelization 97-72, 89-13274  
Instrument No. 9718651

DULY ENTERED FOR TAXATION  
SUBJECT TO FINAL ACCEPTANCE  
FOR TRANSFER.

JAN 09 2002

*Robert A. Berglund*  
AUDITOR OF TIPPECANOE CO.

**EASEMENT AGREEMENT**

(Monitoring Well No. 11)

THIS EASEMENT AND ACCESS AGREEMENT (the "Easement" or "Agreement") is made and entered into as of the 18<sup>th</sup> day of December, 2001, by THE BOARD OF COMMISSIONERS OF TIPPECANOE COUNTY (the "Owner"), and TIPPECANOE COUNTY LOCAL ENVIRONMENTAL RESPONSE FINANCE BOARD (the "TERF Board").

WITNESSETH:

WHEREAS, the TERF Board owns certain property located along North Ninth Street, in Lafayette, Tippecanoe County, Indiana which is more particularly described in Exhibit A (the "TSL"), and which was previously owned and operated as the Tippecanoe County Sanitary Landfill.

WHEREAS, the Owner owns certain property adjacent to the TSL which is more particularly described in Exhibit B (the "Adjacent Property").

WHEREAS, the TSL is subject to the terms and provisions of a Notice of Entry of Consent Decree and Declaration of Restrictions and Covenants, dated November 2, 1998, recorded November 6, 1998, in the Office of the Recorder of Tippecanoe County, Indiana, as Document Number 9830064, by John D. and Linda S. Gilmore, Owners (the "Consent Decree").

WHEREAS, the TERF Board, its officers, directors, agents, representatives, overseers, employees, and contractors, and their successors and assigns (collectively, the "TERF Board"), are performing the various obligations required under the Consent Decree in connection with the closure of the TSL pursuant to the Consent Decree which include but are not limited to construction, maintenance, inspection, repair and replacement of certain monitoring facilities, lines, and systems (collectively, the "Obligations").

WHEREAS, to perform certain of the Obligations under the terms and conditions of the Consent Decree, it is necessary for the TERF Board to enter into a portion of the Owner's property adjacent to or surrounding the TSL which is more particularly shown in the drawing attached as Exhibit C (the "Temporary Easement"), and

WHEREAS, the Owner desires to grant to the TERF Board an easement over across and through the Adjacent Property for the purpose of performing the Obligations pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner and the TERF Board hereby agree as follows:

1. Easement. The Owner hereby grants to the TERF Board, its employees, representatives, contractors, agents, overseers, guests, and their successors and assigns (collectively, "Grantees"), a TEMPORARY EASEMENT over, across, under and through the Temporary Easement to perform the Obligations (including, without limitation, to install, lay, use, maintain, inspect, repair and replace monitoring facilities, lines and systems) over, across, under and through the Temporary Easement. The Owner consents to and authorizes the Grantees to enter the Adjacent Property in order to commence and conduct its Obligations under the Consent Decree (including, without limitation, drilling, boring, excavation, sampling and other subsurface activity) on the Temporary Easement.

This Grant also includes the right of ingress and egress at reasonable times upon such Adjacent Property for all purposes incidental to this Easement (including, without limitation, construction, inspection, maintenance, repair, and replacement). This Grant includes the right to spray, trim, remove any trees or other growth which may from time to time interfere or threaten to interfere with the exercise of this right granted by this Easement. It is expressly understood and agreed that no buildings, roadways, drives or other structures will be placed over or upon such Temporary Easement by Owner without the express written consent of the TERF Board.

The Grantees, at their own expense, shall be responsible for the construction, maintenance, inspection, repair and replacement of any and all facilities, lines and systems required as a part of the Obligations (including, without limitation, monitoring facilities, lines, and systems) over, across, under and through the Temporary Easement granted herein (hereinafter collectively referred to as "Grantees' Work"). Upon completion of any construction or subsequent inspection, maintenance, repair or replacement, Grantees shall restore the Temporary Easement, and grade, seed and mulch the same, closing all excavations with proper backfill and compaction, and replacing, with similar quality or better, all drive-ways, public roadways, parking areas, entrances, tiling, drainage systems, utilities, and other appurtenances on, under, through, or over the Temporary Easement owned or used by Owner, at no expense to the Owner. If Grantees' Work should require any permits or approvals from any governmental agency, Grantees shall obtain any and all permits and approvals at no expense to the Owner.

2. Term. This Easement shall terminate upon the completion of the terms and conditions of the Consent Decree. This Grant of Easement shall automatically extend for successive periods of ten years or until such time as the Indiana Department of Environmental Management, or its successor entity, determines that regulated or hazardous substances at the TSL no longer present an unacceptable risk to the public health, safety, or welfare or to the environment.

3. Exclusivity. This is a non-exclusive Grant of Easement, and the Owner herein reserves the right to grant similar easements to parties other than the Grantees.

The Grantees may assign this Easement or any rights thereunder to third parties.

4. Ownership. The undersigned Owner does hereby certify that it is the fee simple owner of said Adjacent Property and that no other persons or parties have any interest whatsoever in the title to the aforementioned Adjacent Property, and that it has the full and exclusive right to grant this Easement. The Owner reserves unto itself the ownership of said Adjacent Property, and the full and unrestricted use thereof insofar as the same does not and will not conflict with the use of the same as herein granted unto the Grantees.

5. Cooperation. The Owner will cooperate fully with the Grantees and will take all reasonable action necessary to allow the Grantees to complete the Obligations in the most expeditious manner possible.

6. Notice and Disclosure. Prior to the performance of the Obligations, the Grantees will notify the Owner of the area or areas upon which the Obligations will be conducted and will procure the services of Indiana Underground to locate subsurface utilities at or near the designated areas. The Grantees will further request and the Owner will provide the Grantees with the identity, description and location of all known subsurface facilities and obstructions at or under the designated areas. The Grantees shall have no responsibility or liability to the Owner for damages to any subsurface facilities or obstructions in the designated areas which were known by the Owner but not accurately identified, disclosed or located by the Owner.

7. Indemnification. The Grantees agree to indemnify, defend, and hold harmless Owner for any and all claims, obligations and liabilities and all costs, expenses and attorney's fees incurred, based upon or arising out of any obligation, liability, loss, damage or expense, or whatever kind or nature, contingent or otherwise, known or unknown, incurred under, or imposed by, any provision of Federal, state or local law or regulation, or common law, pertaining to health, safety or environmental protection and arising out of any act or omission by the Grantees in connection with the Construction Project on the Temporary Easement; provided, however, the above-indemnity by the Grantees shall only apply to the extent such damages are caused by the negligence or willful misconduct of the Grantees.

8. Miscellaneous:

a. Notice. Any notice, request, instruction or other document required or permitted to be given under this Agreement by a party to the Agreement will be in writing and be deemed to have been given when (i) received, if delivered and given in person, (ii) on the date of transmission if sent by telex, telecopy, or other wire transmission (provided that a copy of such transmission is simultaneously sent in a manner provided in clause (iii)), or (iii) deposited with the United States mail, postage prepaid, certified and return receipt requested, and addressed to the Seller or the Buyer, as the case may be, at the address set forth below:

Grantees: Tippecanoe County Local Environmental Response Finance Board  
c/o Anthony S. Benton, Esquire  
STUART & BRANIGIN  
P.O. Box 1010, Lafayette, IN 47902-1010

Owner: Tippecanoe County Board of Commissioners  
20 North Third Street  
Lafayette, IN 47901

or such other individual, entity, or address as a party may designate for itself by notice given as provided above.

b. Governing Law. This Agreement will be construed under and in accordance with the laws of the State of Indiana.

c. Binding Effect. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns; provided, however, that no assignment or other transfer will be made without the prior written approval of each of the parties to this Agreement.

d. Severability. If any one or more of the provisions of this Agreement, for any reason, is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision hereof, and this Agreement will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

e. Entire Agreement. This Agreement constitutes the sole, only and entire understanding and agreement of the parties hereto in respect to the transaction contemplated by this Agreement. This Agreement supersedes any prior understandings, arrangements, or written or oral agreements relating to the contemplated transaction. This Agreement is not intended to confer upon any other person any rights or remedies. This Agreement may be amended or modified, and any of the terms of this Agreement may be waived, only by a written instrument duly executed by or on behalf of Seller and Buyer.

f. Timeliness. With regard to the dates and time periods set forth or referenced in this Agreement, time is of the essence of this Agreement.

g. Attorneys Fees. In the event either party will be compelled to employ an attorney to enforce the provisions of this contract, the parties agree that the non-defaulting party will be entitled to all of his legal costs and expenses, including reasonable attorney fees, incurred thereby.

IN WITNESS WHEREOF, the TERF Board and Owner have executed this Dedication of Easement this 18<sup>th</sup> day of December, 2001.

TERF BOARD:

TIPPECANOE COUNTY LOCAL ENVIRONMENTAL  
RESPONSE FINANCE BOARD

By:

Dave Heath  
Dave Heath, Chair

ATTEST:

By:

John Knochel  
John Knochel, Secretary

OWNER:

BOARD OF COMMISSIONERS OF TIPPECANOE  
COUNTY

By: Ruth E. Shedd  
Ruth Shedd, President

John Knochel  
John Knochel, Vice President

KD Benson  
K. D. Benson, Member

ATTEST: Robert A. Plantenga  
Robert A. Plantenga, Auditor

STATE OF INDIANA            )  
                                      ) SS:  
COUNTY OF TIPPECANOE    )

Before me, the undersigned, a Notary Public for Tippecanoe County in the State of Indiana, personally appeared the Tippecanoe County Local Environmental Response Finance Board by Dave Heath and John Knochel, its Chair and Secretary respectively who on behalf of such Board acknowledged the execution of this instrument this 18<sup>th</sup> day of December, 2001.

(SEAL)



[Signature]  
Notary Public

Printed Name

County of Residence: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

STATE OF INDIANA                     )  
  ) SS:  
COUNTY OF TIPPECANOE            )

Before me, the undersigned, a Notary Public for Tippecanoe County in the State of Indiana, personally appeared the Board of Commissioners of Tippecanoe County by Ruth Shedd, its President, John Knochel, its Vice President, K. D. Benson, its Member, and Robert A. Plantenga, its Auditor, and who on behalf of the Board of Commissioners of Tippecanoe County such acknowledges the execution of this instrument this 18<sup>th</sup> day of December, 2001.

(SEAL)



  
Notary Public

Printed Name

County of Residence: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

This instrument was prepared by: Marianne Mitten Owen, Esquire, of the firm of Stuart & Branigin, The Life Building, 300 Main Street, Suite 800, Lafayette, Indiana 47902-1010. Telephone: (765) 423-1561; Facsimile: (765) 742-8175; E-mail: mmo@stuartlaw.com

258538.1

**EXHIBIT A**

**Legal Description of Tippecanoe County Sanitary Landfill**

(See attached)

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**Parcel A**

(Doc. No. 00009113 Gilmore)

A part of the Reservation of the two eldest children of Peter Longlois in Township Twenty-three (23) North, Range 4 (4) West, described as follows:

Beginning at a stone in the North line of said Reservation placed equidistant from the Northeast and Northwest corner of said Reservation; thence running South on a line dividing the share of Peter Longlois and Elizabeth Allen ninety-one (91) poles; thence West two hundred twenty seven and 60/100 (227.60) poles to the West line of said Reservation; thence North with said West line thirty and 92/100 (30.92) poles to Justice's Corner; thence East with Justice's line seventy-two and 56/100th (72.56) poles to the center of the road leading from Lafayette to Davis Ferry; thence with said Road North ten and one-half (10 ½) degrees East nineteen and 28/100 (19.28) poles; thence North eighteen (18) degrees East forty-three and 12/100 (43.12) poles to the North line of said Reservation; thence East with said North line one hundred thirty-eight and 20/100 (138.20) poles to the place of beginning containing one hundred (100) acres, more or less.

EXCEPT the right of way of C I & L Railroad and except a school lot conveyed to the Trustee of Fairfield Township by deed executed February 17, 1862 and recorded in Deed Record 172, Page 186.

EXCEPTING ALSO, fourteen (14) acres heretofore sole to Herman Bilsma and wife lying West of said Railroad as recorded in Deed Record 122, Page 145.

EXCEPTING ALSO, the tract heretofore conveyed to the Union Sandstone Brick Company which deed is recorded in Deed Record 120, Page 461.

EXCEPTING ALSO a part of the West half of Longlois Reserve, located in Township 23 North, Range 4 West, Fairfield Township, Tippecanoe County described as follows:

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Beginning at a point on the northern line of the West half of Longlois Reserve, said point being located South 89° 53' 00" West, 1,865.30 feet from the northeastern corner of the West half of Longlois Reserve; thence South 27° 40' 00" West, 104.64 feet; thence North 75° 18' 00" West, 5.38 feet; thence South 59° 42' 00" West, 10.76 feet; thence South 14° 42' 00" West 21.75 feet; thence North 76° 17' 00" West, 116.55 feet; thence North 6° 24' 00" East, 90.32 feet to the northern line of the West half of Longlois Reserve; thence North 89° 53' 00" East along the northern line of the West half of Longlois Reserve, 171.75 feet to the point of beginning, containing 0.36 of an acre, more or less.

EXCEPTING ALSO, beginning at a point on the northern line of the West Half of Longlois Reserve, said point being located South 89° 53' 00" West, 1,524.34 feet from the northeastern corner of the West Half of Longlois Reserve; thence South 53° 43' 30" West, 287.85 feet; thence South 47° 50' 30" West, 152.49 feet; thence South 78° 17' 30" West, 314.12 feet; thence South 47° 36' 30" West, 141.17 feet to the eastern right of way line of the Chicago, Indianapolis and Louisville Railroad; thence traversing the eastern right of way line of Chicago, Indianapolis, and Louisville Railroad the following two courses: North 67° 48' 36" West, 25.00 feet; thence northeasterly on a curve to the right having a central angle of 6° 03' 14", a radius of 4,374.87 feet, an arc distance of 462.25 feet to the northern line of the West Half of said Longlois Reserve; thence North 89° 53' 00" East along the northern line of the West Half of said Longlois Reserve; 589.60 feet to the point of beginning, containing 3.43 acres, more or less.

The land hereby described contains seventy-six and fifty-seven hundredths (76.57) acres, more or less.

(Doc. No. 00022155 Fairfield Builders Supply Corp.)

A strip of land 40 feet wide in part of Section 10, Township 23 North, Range 4 West of the Second Principal Meridian in Fairfield Township, Tippecanoe County, Indiana, more completely described as follows:

Beginning at the Northeast Corner of property conveyed to John D. and Linda S. Gilmore in Document Number 82-1868 as recorded in the Tippecanoe County Recorder's Office, said

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corner being the Northeast Corner of the West Half of Longlois Reserve; thence along the North Line of said Reserve South 88°59'25" West 443.72 feet to its intersection with the line between Sections 9 and 10; thence North 01°00'35" West along said section line 40.00 feet; thence North 88°59'25" East parallel with said North Line 473.74 feet; thence South 0°58'31" East 40.02 feet to the North Line of said Reserve; thence South 89°01'29" West along said North Line 30.00 feet to the Point of Beginning, containing 0.435 acres, more or less.

ALSO,

A strip of land 30 feet wide in Part of Longlois Reserve, Fairfield Township, Tippecanoe County, Indiana, more completely described as follows:

Beginning at the Northeast corner of the West Half of Longlois Reserve, said corner being also the northeast corner of property conveyed to John D. and Linda S. Gilmore in Document Number 82-1868 as recorded in the Tippecanoe County Recorder's Office; thence North 89°01'29" East 30.00 feet; thence South 0°58'31" East parallel with the east line of said Gilmore property 600.00 feet; thence South 89°01'29" West 30.00 feet to said east line; thence North 0°58'31" West along said east line 600.00 feet to the Point of Beginning, containing 0.413 acres, more or less.

ALSO,

A strip of land 40 feet wide in Part of Longlois Reserve, Fairfield Township, Tippecanoe County, Indiana, more completely described as follows:

Commencing at the Northeast Corner of the West Half of Longlois Reserve, said Corner also being the northeast corner of property conveyed to John D. and Linda S. Gilmore in Document Number 82-1868 as recorded in the Tippecanoe County Recorder's Office; thence along said Gilmore property the following two courses:

1. South 0°58'31" East 1501.50 feet;
  2. South 88°59'26" West 1000.00 feet to the Point of Beginning of the herein-described strip;
-

thence South 01°00'34" East perpendicular to the south line of said Gilmore property 40.00 feet; thence South 88°59'26" West parallel with said south line 500.00 feet; thence North 01°00'34" West perpendicular to said south line 40.00 feet to the south line of said Gilmore property; thence North 88°59'26" East along said South line 500.00 feet to the Point of Beginning, containing 0.459 acres, more or less.

ALSO,

A strip of land 10 and 20 feet wide in part of Section 10, Township 23 North, Range 4 West of the Second Principal Meridian in Fairfield Township, Tippecanoe County, Indiana, more completely described as follows:

Commencing at the Northeast Corner of property conveyed to John D. and Linda S. Gilmore in Document Number 82-1868 as recorded in the Tippecanoe County Recorder's Office, said corner being the Northeast Corner of the West Half of Longlois Reserve; thence North 89°01'29" East 30.00 feet to the Point of Beginning of the herein-described strip; thence North 0°58'31" West 40.02 feet; thence South 88°59'25" West parallel with the North Line of said Reserve 473.74 feet to the line between Sections 9 and 10; thence North 01°00'35" West along said section line 10.00 feet; thence North 88°59'25" East parallel with said North Line 493.75 feet; thence South 0°58'31" East 50.03 feet to the North Line of said Reserve; thence South 89°01'29" West along said North Line 20.00 feet to the Point of Beginning, containing 0.132 acres, more or less.

ALSO,

A strip of land 20 feet wide in Part of Longlois Reserve, Fairfield Township, Tippecanoe County, Indiana, more completely described as follows:

Commencing at the Northeast Corner of the West Half of Longlois Reserve, said corner being also the northeast corner of property conveyed to John D. and Linda S. Gilmore in Document Number 82-1868 as recorded in the Tippecanoe County Recorder's Office; thence North 89°01'29" East 30.00 feet to the Point of Beginning of the herein-described strip; thence continuing North 89°01'29" East 20.00 feet; thence South 0°58'31" East parallel with the east line of said Gilmore property 600.00 feet; thence South 89°01'29" West 20.00 feet; thence North 0°58'31" West parallel with said east line 600.00 feet to the Point of Beginning, containing 0.275 acres, more or less.

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ALSO

A strip of land 10 feet wide in Part of Longlois Reserve, Fairfield Township, Tippecanoe County, Indiana, more completely described as follows:

Commencing at the Northeast Corner of the West Half of Longlois Reserve, said Corner being also the northeast corner of property conveyed to John D. and Linda S. Gilmore in Document Number 82-1868 as recorded in the Tippecanoe County Recorder's Office; thence along said Gilmore property the following two courses:

1. South 0°58'31" East 1501.50 feet;
2. South 88°59'26" West 1000.00 feet;

thence South 01°00'34" East perpendicular to the south line of said Gilmore property 40.00 feet to the Point of Beginning of the herein-described strip; thence continuing South 01°00'34" East 10.00 feet; thence South 88°59'26" West parallel with said south line 500.00 feet; thence North 01°00'34" West perpendicular to said south line 10.00 feet; thence North 88°59'26" East parallel with said south line 500.00 feet to the Point of Beginning, containing 0.115 acres, more or less.

(Doc. No. 00023555 Rafferty)

A strip of land 40 feet wide in part of Section 9, Township 23 North, Range 4 West of the Second Principal Meridian in Fairfield Township, Tippecanoe County, Indiana, more completely described as follows:

Commencing at the Northeast Corner of property conveyed to John D. and Linda S. Gilmore in Deed Record 82, Page 1868 as recorded in the Tippecanoe County Recorder's Office, said corner being the Northeast Corner of the West Half of Longlois Reserve; thence along the North Line of said Reserve South 88°59'25" West 443.72 feet to its intersection with the line between Sections 9 and 10, said point being the Point of Beginning of the herein-described strip; thence continuing South 88°59'25" West along said North Line 1256.28 feet; thence North 01°00'35" West perpendicular to

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said North Line 40.00 feet; thence North 88°59'25" East parallel with said North Line 1256.28 feet to said line between Sections 9 and 10; thence South 01°00'35" East along said section line 40.00 feet to the Point of Beginning, containing 1.154 acres, more or less.

ALSO,

A strip of land 10 feet wide in part of Section 9, Township 23 North, Range 4 West of the Second Principal Meridian in Fairfield Township, Tippecanoe County, Indiana, more completely described as follows:

Commencing at the Northeast Corner of property conveyed to John D. and Linda S. Gilmore in Deed Record 82, Page 1868 as recorded in the Tippecanoe County Recorder's Office, said corner being the Northeast Corner of the West Half of Longlois Reserve; thence North 89°01'29" East 30.00 feet; thence North 0°58'31" West 40.02 feet; thence South 88°59'25" West parallel with the North Line of said Reserve 473.74 feet to the line between Sections 9 and 10, said point being the Point of Beginning of the herein-described strip; thence continuing South 88°59'25" West parallel with said North Line 1256.28 feet; thence North 01°00'35" West perpendicular to said North Line 10.00 feet; thence North 88°59'25" East parallel with said North Line 1256.28 feet to said line between Sections 9 and 10; South 01°00'35" East along said section line 10.00 feet to the Point of Beginning, containing 0.288 acres, more or less.

**Parcel B**

A part of the Reservation of the two eldest children of Peter Longlois in Township Twenty-three (23) North, Range Four (4) West, described as follows:

Beginning at a point on the northern line of the West half of Longlois Reserve, said point being located South 89° 53' 00" West, 1,524.34 feet from the northeastern corner of the West half of Longlois Reserve; thence South 53° 43' 30" West, 287.85 feet; thence South 47° 50' 30" West, 152.49 feet; thence South 78° 17' 30" West, 314.12 feet; thence South 47° 36' 30" West, 141.17 feet to the eastern right of way line of the Chicago, Indianapolis, and Louisville Railroad; thence traversing the eastern right of way line of Chicago, Indianapolis, and Louisville Railroad the following two courses: North 67° 48' 36" West, 25.00 feet; thence northeasterly on a curve to the right having a central angle of 6° 03' 14", a radius of 4,374.87 feet, an arc distance of 462.25 feet to the northern line of the West half of said Longlois Reserve; thence North 89° 53' 00" East along the northern line of the West half of said Longlois Reserve, 589.60 feet to the point of beginning, containing 3.43 acres, more or less.

EXCEPTING a part of the West half of Longlois Reserve, located in Township 23 North, Range 4 West, Fairfield Township, Tippecanoe County described as follows:

Beginning at a point on the northern line of the West half of Longlois Reserve, said point being located South 89° 53' 00" West, 1,865.30 feet from the northeastern corner of the West half of Longlois Reserve; thence South 27° 40' 00" West, 104.64 feet; thence North 75° 18' 00" West, 5.38 feet; thence South 59° 42' 00" West, 10.76 feet; thence South 14° 42' 00" West 21.75 feet; thence North 76° 17' 00" West, 116.55 feet; thence North 6° 24' 00" East, 90.32 feet to the northern line of the West half of Longlois Reserve; thence North 89° 53' 00" East along the northern line of the West half of Longlois Reserve, 171.75 feet to the point of beginning, containing 0.36 of an acre, more or less.

**Parcel C**

A part of the West half of Longlois Reserve, located in Township 23 North, Range 4 West, Fairfield Township, Tippecanoe County, Indiana, described as follows:

Beginning at a point on the northern line of the West half of Longlois Reserve, said point being located South 89°-53'-00" West, 1,865.30 feet from the northeastern corner of the West half of Longlois Reserve; thence South 27°-40'-00" West, 104.64 feet; thence North 75°-18'-00" West, 5.38 feet; thence South 59°-42'-00" West, 10.76 feet; thence South 14°-42'-00" West 21.75 feet; thence North 76°-17'-00" West, 116.55 feet; thence North 06°-24'-00" East, 90.32 feet to the northern line of the West half of Longlois Reserve; thence North 89°-53'-00" East along the northern line of the West half of Longlois Reserve, 171.75 feet to the point of beginning, containing 0.36 of an acre, more or less.

ALSO, an easement for ingress and egress described as follows: An easement and right of way of sufficient width to permit passage of motor vehicles for access to the above described 0.36 of an acre tract from North Ninth Street Road, or such other public dedicated road the Grantor, or its successors in title, may from time to time determine.

(Said easement as set forth in that certain Executor's Deed dated August 24, 1979, recorded September 7, 1979, as Deed Record 79, Page 3864, from John D. Gilmore, as Executor of the Estate of Archie E. Gilmore, deceased, as Grantor; to Donal R. Chambers and D. Jane Chambers, husband and wife, as Grantees.)

**EXHIBIT B**

**Legal Description of Adjacent Property**

(See attached)

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**MONITORING WELL 11**

**MONITORING WELL EASEMENT**

A part of Longlois Reserve, Township 23 North, Range 4 West, Fairfield Township, Tippecanoe County, Indiana, being more particularly described as follows:

A 25.00-foot radius circle for a monitoring well easement whose center point is located at the Point of Terminus of the following 7 courses:

1. Commencing at a Berntsen A1NB monument found per Tippecanoe County Surveyor Section Corner ties at the Southeast Corner of the Northeast Fractional Quarter of Section 9, Township 23 North, Range 4 West;
2. South 88°59'25" West along the South Line of said Northeast Fractional Quarter, said line being also the North Line of Longlois Reserve, 1863.02 feet to the centerline of North Ninth Street Road, said point being on a non-tangent curve to the left, having a central angle of 2°04'24" and a radius of 15,236.23 feet;
3. Southwesterly along said curve an arc distance 551.32 feet (said arc being subtended by a chord having a bearing of South 14°15'49" West and a length of 551.28 feet), to the point of compound curvature of a curve to the left, having a central angle of 0°02'39" and a radius of 11,089.67 feet;
4. Southwesterly along said curve an arc distance 8.55 feet (said arc being subtended by a chord having a bearing of South 14°34'31" West and a length of 8.55 feet);
5. North 75°44'13" West 116.72 feet;
6. North 14°15'47" East 269.79 feet;
7. South 75°44'13" East 63.85 feet to the Point of Terminus.

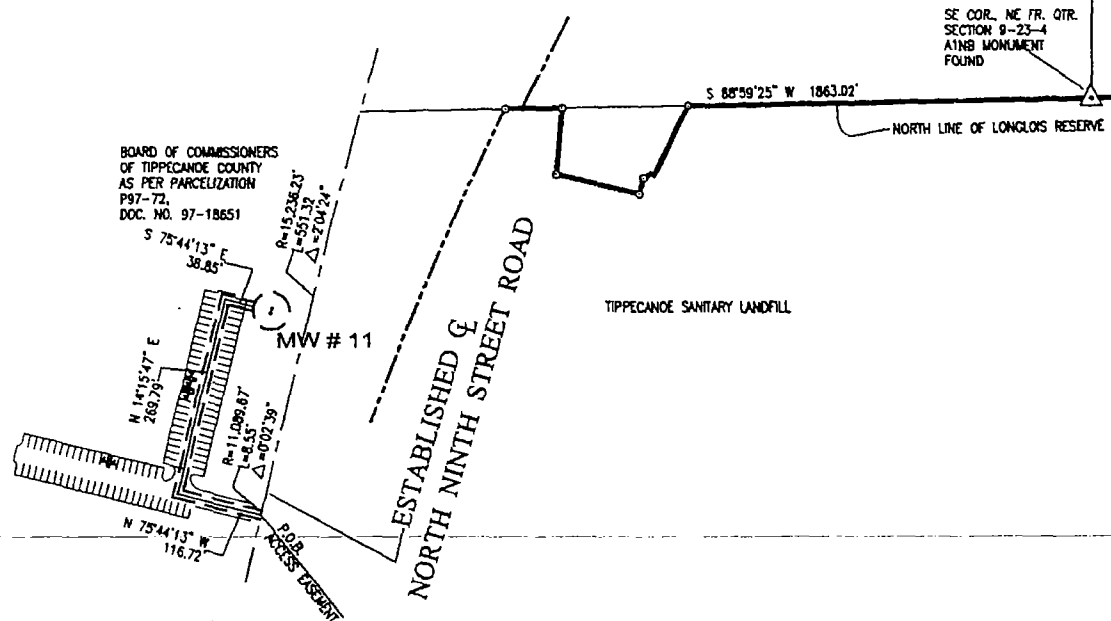
**MONITORING WELL ACCESS EASEMENT**

A part of Longlois, Township 23 North, Range 4 West, Fairfield Township, Tippecanoe County, Indiana, being more particularly described as follows:

A strip of land 12.00 feet wide, measured 6.00 feet on each side of the following-described centerline: Commencing at a Berntsen A1NB monument found per Tippecanoe County Surveyor Section Corner ties at the Southeast Corner of the Northeast Fractional Quarter of Section 9, Township 23 North, Range 4 West; thence South 88°59'25" West along the South Line of said Northeast Fractional Quarter, said line being also the North Line of Longlois Reserve, 1863.02 feet to the centerline of North Ninth Street Road, said point being on a non-tangent curve to the left, having a central angle of 2°04'24" and a radius of 15,236.23 feet; thence Southwesterly along said curve an arc distance 551.32 feet (said arc being subtended by a chord having a bearing of South 14°15'49" West and a length of 551.28 feet); to the point of compound curvature of a curve to the left, having a central angle of 0°02'39" and a radius of 11,089.67 feet; thence Southwesterly along said curve an arc distance 8.55 feet (said arc being subtended by a chord having a bearing of South 14°34'31" West and a length of 8.55 feet) to the Point of Beginning of the herein-described centerline; thence North 75°44'13" West 116.72 feet; thence North 14°15'47" East 269.79 feet; thence South 75°44'13" East 38.85 feet to the Point of Terminus.

Side lines are to be shortened or extended to meet at angle points.

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0 100 200 400

1 Inch = 200 Feet

John E. Fisher & Associates, P.C.  
Land Surveyors and Engineers  
1526 Main Street  
Lafayette, Indiana 47901-1810

# MONITORING WELL # 11 WELL AND ACCESS EASEMENT EXHIBIT TIPPECANOE SANITARY LANDFILL

12/21/00  
DRAWN BY RSP  
CHECK BY  
SHEET 2 OF 12  
COMM. NO. 00, 15, 2 T

TSL (Dominant Estate):

Parcel A:

Key Number: 106-06400-0042

Last Recorded Transfers:

- a. Date: May 1, 2000  
Document Number: 00009113 ✓
- b. Date: October 5, 2000  
Document Number: 00022155 ✓
- c. Date: October 24, 2000  
Document Number: 0023555 ✓

Parcel B:

Key Number.: 106-06400-0416

Last Recorded Transfer:

Date: May 1, 2000 0  
Document Number: 2000-9113

Parcel C:

Key Number: 106-06400-0262

Last Recorded Transfer:

Date: May 19, 2000  
Document Number: 00010482 ✓

DULY ENTERED FOR TAXATION  
SUBJECT TO FINAL ACCEPTANCE  
FOR TRANSFER.

JAN 09 2002

*Pam Berglund*  
AUDITOR OF TIPPECANOE CO.

Adjacent Property (Servient Estate):

Key Number: 106-06400-0020

Last Recorded Transfer:

Date: September 9, 1997  
Document Number: Parcelization 97-72,  
Instrument No. 9718651 ✓

**EASEMENT AGREEMENT**

(Monitoring Well No. 11)

THIS EASEMENT AND ACCESS AGREEMENT (the "Easement" or "Agreement") is made and entered into as of the 18<sup>th</sup> day of December, 2001, by THE BOARD OF COMMISSIONERS OF TIPPECANOE COUNTY (the "Owner"), and TIPPECANOE COUNTY LOCAL ENVIRONMENTAL RESPONSE FINANCE BOARD (the "TERF Board").

WITNESSETH:

WHEREAS, the TERF Board owns certain property located along North Ninth Street, in Lafayette, Tippecanoe County, Indiana which is more particularly described in Exhibit A (the "TSL"), and which was previously owned and operated as the Tippecanoe County Sanitary Landfill.

WHEREAS, the Owner owns certain property adjacent to the TSL which is more particularly described in Exhibit B (the "Adjacent Property").

WHEREAS, the TSL is subject to the terms and provisions of a Notice of Entry of Consent Decree and Declaration of Restrictions and Covenants, dated November 2, 1998, recorded November 6, 1998, in the Office of the Recorder of Tippecanoe County, Indiana, as Document Number 9830064, by John D. and Linda S. Gilmore, Owners (the "Consent Decree").

WHEREAS, the TERF Board, its officers, directors, agents, representatives, overseers, employees, and contractors, and their successors and assigns (collectively, the "TERF Board"), are performing the various obligations required under the Consent Decree in connection with the closure of the TSL pursuant to the Consent Decree which include but are not limited to construction, maintenance, inspection, repair and replacement of certain monitoring facilities, lines, and systems (collectively, the "Obligations").

WHEREAS, to perform certain of the Obligations under the terms and conditions of the Consent Decree, it is necessary for the TERF Board to enter into a portion of the Owner's property adjacent to or surrounding the TSL which is more particularly shown in the drawing attached as Exhibit C (the "Temporary Easement"), and

WHEREAS, the Owner desires to grant to the TERF Board an easement over across and through the Adjacent Property for the purpose of performing the Obligations pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner and the TERF Board hereby agree as follows:

1. Easement. The Owner hereby grants to the TERF Board, its employees, representatives, contractors, agents, overseers, guests, and their successors and assigns (collectively, "Grantees"), a TEMPORARY EASEMENT over, across, under and through the Temporary Easement to perform the Obligations (including, without limitation, to install, lay, use, maintain, inspect, repair and replace monitoring facilities, lines and systems) over, across, under and through the Temporary Easement. The Owner consents to and authorizes the Grantees to enter the Adjacent Property in order to commence and conduct its Obligations under the Consent Decree (including, without limitation, drilling, boring, excavation, sampling and other subsurface activity) on the Temporary Easement.

This Grant also includes the right of ingress and egress at reasonable times upon such Adjacent Property for all purposes incidental to this Easement (including, without limitation, construction, inspection, maintenance, repair, and replacement). This Grant includes the right to spray, trim, remove any trees or other growth which may from time to time interfere or threaten to interfere with the exercise of this right granted by this Easement. It is expressly understood and agreed that no buildings, roadways, drives or other structures will be placed over or upon such Temporary Easement by Owner without the express written consent of the TERF Board.

The Grantees, at their own expense, shall be responsible for the construction, maintenance, inspection, repair and replacement of any and all facilities, lines and systems required as a part of the Obligations (including, without limitation, monitoring facilities, lines, and systems) over, across, under and through the Temporary Easement granted herein (hereinafter collectively referred to as "Grantees' Work"). Upon completion of any construction or subsequent inspection, maintenance, repair or replacement, Grantees shall restore the Temporary Easement, and grade, seed and mulch the same, closing all excavations with proper backfill and compaction, and replacing, with similar quality or better, all drive-ways, public roadways, parking areas, entrances, tiling, drainage systems, utilities, and other appurtenances on, under, through, or over the Temporary Easement owned or used by Owner, at no expense to the Owner. If Grantees' Work should require any permits or approvals from any governmental agency, Grantees shall obtain any and all permits and approvals at no expense to the Owner.

2. Term. This Easement shall terminate upon the completion of the terms and conditions of the Consent Decree. This Grant of Easement shall automatically extend for successive periods of ten years or until such time as the Indiana Department of Environmental Management, or its successor entity, determines that regulated or hazardous substances at the TSL no longer present an unacceptable risk to the public health, safety, or welfare or to the environment.

3. Exclusivity. This is a non-exclusive Grant of Easement, and the Owner herein reserves the right to grant similar easements to parties other than the Grantees.

The Grantees may assign this Easement or any rights thereunder to third parties.

4. Ownership. The undersigned Owner does hereby certify that it is the fee simple owner of said Adjacent Property and that no other persons or parties have any interest whatsoever in the title to the aforementioned Adjacent Property, and that it has the full and exclusive right to grant this Easement. The Owner reserves unto itself the ownership of said Adjacent Property, and the full and unrestricted use thereof insofar as the same does not and will not conflict with the use of the same as herein granted unto the Grantees.

5. Cooperation. The Owner will cooperate fully with the Grantees and will take all reasonable action necessary to allow the Grantees to complete the Obligations in the most expeditious manner possible.

6. Notice and Disclosure. Prior to the performance of the Obligations, the Grantees will notify the Owner of the area or areas upon which the Obligations will be conducted and will procure the services of Indiana Underground to locate subsurface utilities at or near the designated areas. The Grantees will further request and the Owner will provide the Grantees with the identity, description and location of all known subsurface facilities and obstructions at or under the designated areas. The Grantees shall have no responsibility or liability to the Owner for damages to any subsurface facilities or obstructions in the designated areas which were known by the Owner but not accurately identified, disclosed or located by the Owner.

7. Indemnification. The Grantees agree to indemnify, defend, and hold harmless Owner for any and all claims, obligations and liabilities and all costs, expenses and attorney's fees incurred, based upon or arising out of any obligation, liability, loss, damage or expense, or whatever kind or nature, contingent or otherwise, known or unknown, incurred under, or imposed by, any provision of Federal, state or local law or regulation, or common law, pertaining to health, safety or environmental protection and arising out of any act or omission by the Grantees in connection with the Construction Project on the Temporary Easement; provided, however, the above-indemnity by the Grantees shall only apply to the extent such damages are caused by the negligence or willful misconduct of the Grantees.

8. Miscellaneous:

a. Notice. Any notice, request, instruction or other document required or permitted to be given under this Agreement by a party to the Agreement will be in writing and be deemed to have been given when (i) received, if delivered and given in person, (ii) on the date of transmission if sent by telex, telecopy, or other wire transmission (provided that a copy of such transmission is simultaneously sent in a manner provided in clause (iii)), or (iii) deposited with the United States mail, postage prepaid, certified and return receipt requested, and addressed to the Seller or the Buyer, as the case may be, at the address set forth below:

Grantees: Tippecanoe County Local Environmental Response Finance Board  
c/o Anthony S. Benton, Esquire  
STUART & BRANIGIN  
P.O. Box 1010, Lafayette, IN 47902-1010

Owner: Tippecanoe County Board of Commissioners  
20 North Third Street  
Lafayette, IN 47901

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or such other individual, entity, or address as a party may designate for itself by notice given as provided above.

b. Governing Law. This Agreement will be construed under and in accordance with the laws of the State of Indiana.

c. Binding Effect. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns; provided, however, that no assignment or other transfer will be made without the prior written approval of each of the parties to this Agreement.

d. Severability. If any one or more of the provisions of this Agreement, for any reason, is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision hereof, and this Agreement will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

e. Entire Agreement. This Agreement constitutes the sole, only and entire understanding and agreement of the parties hereto in respect to the transaction contemplated by this Agreement. This Agreement supersedes any prior understandings, arrangements, or written or oral agreements relating to the contemplated transaction. This Agreement is not intended to confer upon any other person any rights or remedies. This Agreement may be amended or modified, and any of the terms of this Agreement may be waived, only by a written instrument duly executed by or on behalf of Seller and Buyer.

f. Timeliness. With regard to the dates and time periods set forth or referenced in this Agreement, time is of the essence of this Agreement.

g. Attorneys Fees. In the event either party will be compelled to employ an attorney to enforce the provisions of this contract, the parties agree that the non-defaulting party will be entitled to all of his legal costs and expenses, including reasonable attorney fees, incurred thereby.

IN WITNESS WHEREOF, the TERF Board and Owner have executed this Dedication of Easement this 18<sup>th</sup> day of December, 2001.

TERF BOARD:

TIPPECANOE COUNTY LOCAL ENVIRONMENTAL  
RESPONSE FINANCE BOARD

By:

Dave Heath  
Dave Heath, Chair

ATTEST:

By:

John Knochel  
John Knochel, Secretary

OWNER:

BOARD OF COMMISSIONERS OF TIPPECANOE  
COUNTY

By: Ruth E. Shedd  
Ruth Shedd, President

John Knochel  
John Knochel, Vice President

KD Benson  
K. D. Benson, Member

ATTEST: Robert A. Plantenga  
Robert A. Plantenga, Auditor

STATE OF INDIANA            )  
  ) SS:  
COUNTY OF TIPPECANOE    )

Before me, the undersigned, a Notary Public for Tippecanoe County in the State of Indiana, personally appeared the Tippecanoe County Local Environmental Response Finance Board by Dave Heath and John Knochel, its Chair and Secretary respectively who on behalf of such Board acknowledged the execution of this instrument this 18<sup>th</sup> day of December, 2001.

(SEAL)



Marianne M. Owen, Notary Public  
Resident of Tippecanoe County, IN  
Commission Exp. Dec. 7, 2007

[Signature]

Notary Public

Printed Name

County of Residence: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

STATE OF INDIANA                     )  
  ) SS:  
COUNTY OF TIPPECANOE            )

Before me, the undersigned, a Notary Public for Tippecanoe County in the State of Indiana, personally appeared the Board of Commissioners of Tippecanoe County by Ruth Shedd, its President, John Knochel, its Vice President, K. D. Benson, its Member, and Robert A. Plantenga, its Auditor, and who on behalf of the Board of Commissioners of Tippecanoe County such acknowledges the execution of this instrument this 18<sup>th</sup> day of December, 2001.

(SEAL)



Notary Public

Printed Name

County of Residence: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

This instrument was prepared by: Marianne Mitten Owen, Esquire, of the firm of Stuart & Branigin, The Life Building, 300 Main Street, Suite 800, Lafayette, Indiana 47902-1010. Telephone: (765) 423-1561; Facsimile: (765) 742-8175; E-mail: mmo@stuartlaw.com

258538.1

**EXHIBIT A**

**Legal Description of Tippecanoe County Sanitary Landfill**

(See attached)

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**Parcel A**

(Doc. No. 00009113 Gilmore)

A part of the Reservation of the two eldest children of Peter Longlois in Township Twenty-three (23) North, Range 4 (4) West, described as follows:

Beginning at a stone in the North line of said Reservation placed equidistant from the Northeast and Northwest corner of said Reservation; thence running South on a line dividing the share of Peter Longlois and Elizabeth Allen ninety-one (91) poles; thence West two hundred twenty seven and 60/100 (227.60) poles to the West line of said Reservation; thence North with said West line thirty and 92/100 (30.92) poles to Justice's Corner; thence East with Justice's line seventy-two and 56/100th (72.56) poles to the center of the road leading from Lafayette to Davis Ferry; thence with said Road North ten and one-half (10 ½) degrees East nineteen and 28/100 (19.28) poles; thence North eighteen (18) degrees East forty-three and 12/100 (43.12) poles to the North line of said Reservation; thence East with said North line one hundred thirty-eight and 20/100 (138.20) poles to the place of beginning containing one hundred (100) acres, more or less.

EXCEPT the right of way of C I & L Railroad and except a school lot conveyed to the Trustee of Fairfield Township by deed executed February 17, 1862 and recorded in Deed Record 172, Page 186.

EXCEPTING ALSO, fourteen (14) acres heretofore sole to Herman Bilsma and wife lying West of said Railroad as recorded in Deed Record 122, Page 145.

EXCEPTING ALSO, the tract heretofore conveyed to the Union Sandstone Brick Company which deed is recorded in Deed Record 120, Page 461.

EXCEPTING ALSO a part of the West half of Longlois Reserve, located in Township 23 North, Range 4 West, Fairfield Township, Tippecanoe County described as follows:

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Beginning at a point on the northern line of the West half of Longlois Reserve, said point being located South 89° 53' 00" West, 1,865.30 feet from the northeastern corner of the West half of Longlois Reserve; thence South 27° 40' 00" West, 104.64 feet; thence North 75° 18' 00" West, 5.38 feet; thence South 59° 42' 00" West, 10.76 feet; thence South 14° 42' 00" West 21.75 feet; thence North 76° 17' 00" West, 116.55 feet; thence North 6° 24' 00" East, 90.32 feet to the northern line of the West half of Longlois Reserve; thence North 89° 53' 00" East along the northern line of the West half of Longlois Reserve, 171.75 feet to the point of beginning, containing 0.36 of an acre, more or less.

EXCEPTING ALSO, beginning at a point on the northern line of the West Half of Longlois Reserve, said point being located South 89° 53' 00" West, 1,524.34 feet from the northeastern corner of the West Half of Longlois Reserve; thence South 53° 43' 30" West, 287.85 feet; thence South 47° 50' 30" West, 152.49 feet; thence South 78° 17' 30" West, 314.12 feet; thence South 47° 36' 30" West, 141.17 feet to the eastern right of way line of the Chicago, Indianapolis and Louisville Railroad; thence traversing the eastern right of way line of Chicago, Indianapolis, and Louisville Railroad the following two courses: North 67° 48' 36" West, 25.00 feet; thence northeasterly on a curve to the right having a central angle of 6° 03' 14", a radius of 4,374.87 feet, an arc distance of 462.25 feet to the northern line of the West Half of said Longlois Reserve; thence North 89° 53' 00" East along the northern line of the West Half of said Longlois Reserve; 589.60 feet to the point of beginning, containing 3.43 acres, more or less.

The land hereby described contains seventy-six and fifty-seven hundredths (76.57) acres, more or less.

(Doc. No. 00022155 Fairfield Builders Supply Corp.)

A strip of land 40 feet wide in part of Section 10, Township 23 North, Range 4 West of the Second Principal Meridian in Fairfield Township, Tippecanoe County, Indiana, more completely described as follows:

Beginning at the Northeast Corner of property conveyed to John D. and Linda S. Gilmore in Document Number 82-1868 as recorded in the Tippecanoe County Recorder's Office, said

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corner being the Northeast Corner of the West Half of Longlois Reserve; thence along the North Line of said Reserve South 88°59'25" West 443.72 feet to its intersection with the line between Sections 9 and 10; thence North 01°00'35" West along said section line 40.00 feet; thence North 88°59'25" East parallel with said North Line 473.74 feet; thence South 0°58'31" East 40.02 feet to the North Line of said Reserve; thence South 89°01'29" West along said North Line 30.00 feet to the Point of Beginning, containing 0.435 acres, more or less.

ALSO,

A strip of land 30 feet wide in Part of Longlois Reserve, Fairfield Township, Tippecanoe County, Indiana, more completely described as follows:

Beginning at the Northeast corner of the West Half of Longlois Reserve, said corner being also the northeast corner of property conveyed to John D. and Linda S. Gilmore in Document Number 82-1868 as recorded in the Tippecanoe County Recorder's Office; thence North 89°01'29" East 30.00 feet; thence South 0°58'31" East parallel with the east line of said Gilmore property 600.00 feet; thence South 89°01'29" West 30.00 feet to said east line; thence North 0°58'31" West along said east line 600.00 feet to the Point of Beginning, containing 0.413 acres, more or less.

ALSO,

A strip of land 40 feet wide in Part of Longlois Reserve, Fairfield Township, Tippecanoe County, Indiana, more completely described as follows:

Commencing at the Northeast Corner of the West Half of Longlois Reserve, said Corner also being the northeast corner of property conveyed to John D. and Linda S. Gilmore in Document Number 82-1868 as recorded in the Tippecanoe County Recorder's Office; thence along said Gilmore property the following two courses:

1. South 0°58'31" East 1501.50 feet;
  2. South 88°59'26" West 1000.00 feet to the Point of Beginning of the herein-described strip;
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thence South 01°00'34" East perpendicular to the south line of said Gilmore property 40.00 feet; thence South 88°59'26" West parallel with said south line 500.00 feet; thence North 01°00'34" West perpendicular to said south line 40.00 feet to the south line of said Gilmore property; thence North 88°59'26" East along said South line 500.00 feet to the Point of Beginning, containing 0.459 acres, more or less.

ALSO,

A strip of land 10 and 20 feet wide in part of Section 10, Township 23 North, Range 4 West of the Second Principal Meridian in Fairfield Township, Tippecanoe County, Indiana, more completely described as follows:

Commencing at the Northeast Corner of property conveyed to John D. and Linda S. Gilmore in Document Number 82-1868 as recorded in the Tippecanoe County Recorder's Office, said corner being the Northeast Corner of the West Half of Longlois Reserve; thence North 89°01'29" East 30.00 feet to the Point of Beginning of the herein-described strip; thence North 0°58'31" West 40.02 feet; thence South 88°59'25" West parallel with the North Line of said Reserve 473.74 feet to the line between Sections 9 and 10; thence North 01°00'35" West along said section line 10.00 feet; thence North 88°59'25" East parallel with said North Line 493.75 feet; thence South 0°58'31" East 50.03 feet to the North Line of said Reserve; thence South 89°01'29" West along said North Line 20.00 feet to the Point of Beginning, containing 0.132 acres, more or less.

ALSO,

A strip of land 20 feet wide in Part of Longlois Reserve, Fairfield Township, Tippecanoe County, Indiana, more completely described as follows:

Commencing at the Northeast Corner of the West Half of Longlois Reserve, said corner being also the northeast corner of property conveyed to John D. and Linda S. Gilmore in Document Number 82-1868 as recorded in the Tippecanoe County Recorder's Office; thence North 89°01'29" East 30.00 feet to the Point of Beginning of the herein-described strip; thence continuing North 89°01'29" East 20.00 feet; thence South 0°58'31" East parallel with the east line of said Gilmore property 600.00 feet; thence South 89°01'29" West 20.00 feet; thence North 0°58'31" West parallel with said east line 600.00 feet to the Point of Beginning, containing 0.275 acres, more or less.

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ALSO

A strip of land 10 feet wide in Part of Longlois Reserve, Fairfield Township, Tippecanoe County, Indiana, more completely described as follows:

Commencing at the Northeast Corner of the West Half of Longlois Reserve, said Corner being also the northeast corner of property conveyed to John D. and Linda S. Gilmore in Document Number 82-1868 as recorded in the Tippecanoe County Recorder's Office; thence along said Gilmore property the following two courses:

1. South 0°58'31" East 1501.50 feet;
2. South 88°59'26" West 1000.00 feet;

thence South 01°00'34" East perpendicular to the south line of said Gilmore property 40.00 feet to the Point of Beginning of the herein-described strip; thence continuing South 01°00'34" East 10.00 feet; thence South 88°59'26" West parallel with said south line 500.00 feet; thence North 01°00'34" West perpendicular to said south line 10.00 feet; thence North 88°59'26" East parallel with said south line 500.00 feet to the Point of Beginning, containing 0.115 acres, more or less.

(Doc. No. 00023555 Rafferty)

A strip of land 40 feet wide in part of Section 9, Township 23 North, Range 4 West of the Second Principal Meridian in Fairfield Township, Tippecanoe County, Indiana, more completely described as follows:

Commencing at the Northeast Corner of property conveyed to John D. and Linda S. Gilmore in Deed Record 82, Page 1868 as recorded in the Tippecanoe County Recorder's Office, said corner being the Northeast Corner of the West Half of Longlois Reserve; thence along the North Line of said Reserve South 88°59'25" West 443.72 feet to its intersection with the line between Sections 9 and 10, said point being the Point of Beginning of the herein-described strip; thence continuing South 88°59'25" West along said North Line 1256.28 feet; thence North 01°00'35" West perpendicular to

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said North Line 40.00 feet; thence North 88°59'25" East parallel with said North Line 1256.28 feet to said line between Sections 9 and 10; thence South 01°00'35" East along said section line 40.00 feet to the Point of Beginning, containing 1.154 acres, more or less.

ALSO,

A strip of land 10 feet wide in part of Section 9, Township 23 North, Range 4 West of the Second Principal Meridian in Fairfield Township, Tippecanoe County, Indiana, more completely described as follows:

Commencing at the Northeast Corner of property conveyed to John D. and Linda S. Gilmore in Deed Record 82, Page 1868 as recorded in the Tippecanoe County Recorder's Office, said corner being the Northeast Corner of the West Half of Longlois Reserve; thence North 89°01'29" East 30.00 feet; thence North 0°58'31" West 40.02 feet; thence South 88°59'25" West parallel with the North Line of said Reserve 473.74 feet to the line between Sections 9 and 10, said point being the Point of Beginning of the herein-described strip; thence continuing South 88°59'25" West parallel with said North Line 1256.28 feet; thence North 01°00'35" West perpendicular to said North Line 10.00 feet; thence North 88°59'25" East parallel with said North Line 1256.28 feet to said line between Sections 9 and 10; South 01°00'35" East along said section line 10.00 feet to the Point of Beginning, containing 0.288 acres, more or less.

**Parcel B**

A part of the Reservation of the two eldest children of Peter Longlois in Township Twenty-three (23) North, Range Four (4) West, described as follows:

Beginning at a point on the northern line of the West half of Longlois Reserve, said point being located South 89° 53' 00" West, 1,524.34 feet from the northeastern corner of the West half of Longlois Reserve; thence South 53° 43' 30" West, 287.85 feet; thence South 47° 50' 30" West, 152.49 feet; thence South 78° 17' 30" West, 314.12 feet; thence South 47° 36' 30" West, 141.17 feet to the eastern right of way line of the Chicago, Indianapolis, and Louisville Railroad; thence traversing the eastern right of way line of Chicago, Indianapolis, and Louisville Railroad the following two courses: North 67° 48' 36" West, 25.00 feet; thence northeasterly on a curve to the right having a central angle of 6° 03' 14", a radius of 4,374.87 feet, an arc distance of 462.25 feet to the northern line of the West half of said Longlois Reserve; thence North 89° 53' 00" East along the northern line of the West half of said Longlois Reserve, 589.60 feet to the point of beginning, containing 3.43 acres, more or less.

EXCEPTING a part of the West half of Longlois Reserve, located in Township 23 North, Range 4 West, Fairfield Township, Tippecanoe County described as follows:

Beginning at a point on the northern line of the West half of Longlois Reserve, said point being located South 89° 53' 00" West, 1,865.30 feet from the northeastern corner of the West half of Longlois Reserve; thence South 27° 40' 00" West, 104.64 feet; thence North 75° 18' 00" West, 5.38 feet; thence South 59° 42' 00" West, 10.76 feet; thence South 14° 42' 00" West 21.75 feet; thence North 76° 17' 00" West, 116.55 feet; thence North 6° 24' 00" East, 90.32 feet to the northern line of the West half of Longlois Reserve; thence North 89° 53' 00" East along the northern line of the West half of Longlois Reserve, 171.75 feet to the point of beginning, containing 0.36 of an acre, more or less.

**Parcel C**

A part of the West half of Longlois Reserve, located in Township 23 North, Range 4 West, Fairfield Township, Tippecanoe County, Indiana, described as follows:

Beginning at a point on the northern line of the West half of Longlois Reserve, said point being located South 89°-53'-00" West, 1,865.30 feet from the northeastern corner of the West half of Longlois Reserve; thence South 27°-40'-00" West, 104.64 feet; thence North 75°-18'-00" West, 5.38 feet; thence South 59°-42'-00" West, 10.76 feet; thence South 14°-42'-00" West 21.75 feet; thence North 76°-17'-00" West, 116.55 feet; thence North 06°-24'-00" East, 90.32 feet to the northern line of the West half of Longlois Reserve; thence North 89°-53'-00" East along the northern line of the West half of Longlois Reserve, 171.75 feet to the point of beginning, containing 0.36 of an acre, more or less.

ALSO, an easement for ingress and egress described as follows: An easement and right of way of sufficient width to permit passage of motor vehicles for access to the above described 0.36 of an acre tract from North Ninth Street Road, or such other public dedicated road the Grantor, or its successors in title, may from time to time determine.

(Said easement as set forth in that certain Executor's Deed dated August 24, 1979, recorded September 7, 1979, as Deed Record 79, Page 3864, from John D. Gilmore, as Executor of the Estate of Archie E. Gilmore, deceased, as Grantor; to Donal R. Chambers and D. Jane Chambers, husband and wife, as Grantees.)

**EXHIBIT B**

**Legal Description of Adjacent Property**

(See attached)

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**MONITORING WELL 11**

**MONITORING WELL EASEMENT**

A part of Longlois Reserve, Township 23 North, Range 4 West, Fairfield Township, Tippecanoe County, Indiana, being more particularly described as follows:

A 25.00-foot radius circle for a monitoring well easement whose center point is located at the Point of Terminus of the following 7 courses:

1. Commencing at a Berntsen A1NB monument found per Tippecanoe County Surveyor Section Corner ties at the Southeast Corner of the Northeast Fractional Quarter of Section 9, Township 23 North, Range 4 West;
2. South 88°59'25" West along the South Line of said Northeast Fractional Quarter, said line being also the North Line of Longlois Reserve, 1863.02 feet to the centerline of North Ninth Street Road, said point being on a non-tangent curve to the left, having a central angle of 2°04'24" and a radius of 15,236.23 feet;
3. Southwesterly along said curve an arc distance 551.32 feet (said arc being subtended by a chord having a bearing of South 14°15'49" West and a length of 551.28 feet), to the point of compound curvature of a curve to the left, having a central angle of 0°02'39" and a radius of 11,089.67 feet;
4. Southwesterly along said curve an arc distance 8.55 feet (said arc being subtended by a chord having a bearing of South 14°34'31" West and a length of 8.55 feet);
5. North 75°44'13" West 116.72 feet;
6. North 14°15'47" East 269.79 feet;
7. South 75°44'13" East 63.85 feet to the Point of Terminus.

**MONITORING WELL ACCESS EASEMENT**

A part of Longlois, Township 23 North, Range 4 West, Fairfield Township, Tippecanoe County, Indiana, being more particularly described as follows:

A strip of land 12.00 feet wide, measured 6.00 feet on each side of the following-described centerline: Commencing at a Berntsen A1NB monument found per Tippecanoe County Surveyor Section Corner ties at the Southeast Corner of the Northeast Fractional Quarter of Section 9, Township 23 North, Range 4 West; thence South 88°59'25" West along the South Line of said Northeast Fractional Quarter, said line being also the North Line of Longlois Reserve, 1863.02 feet to the centerline of North Ninth Street Road, said point being on a non-tangent curve to the left, having a central angle of 2°04'24" and a radius of 15,236.23 feet; thence Southwesterly along said curve an arc distance 551.32 feet (said arc being subtended by a chord having a bearing of South 14°15'49" West and a length of 551.28 feet), to the point of compound curvature of a curve to the left, having a central angle of 0°02'39" and a radius of 11,089.67 feet; thence Southwesterly along said curve an arc distance 8.55 feet (said arc being subtended by a chord having a bearing of South 14°34'31" West and a length of 8.55 feet) to the Point of Beginning of the herein-described centerline; thence North 75°44'13" West 116.72 feet; thence North 14°15'47" East 269.79 feet; thence South 75°44'13" East 38.85 feet to the Point of Terminus.

Side lines are to be shortened or extended to meet at angle points.

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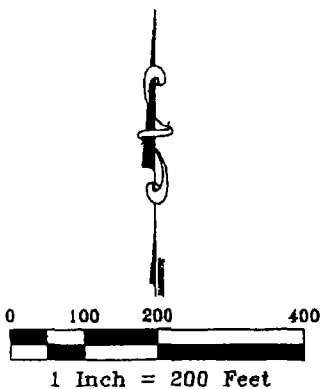
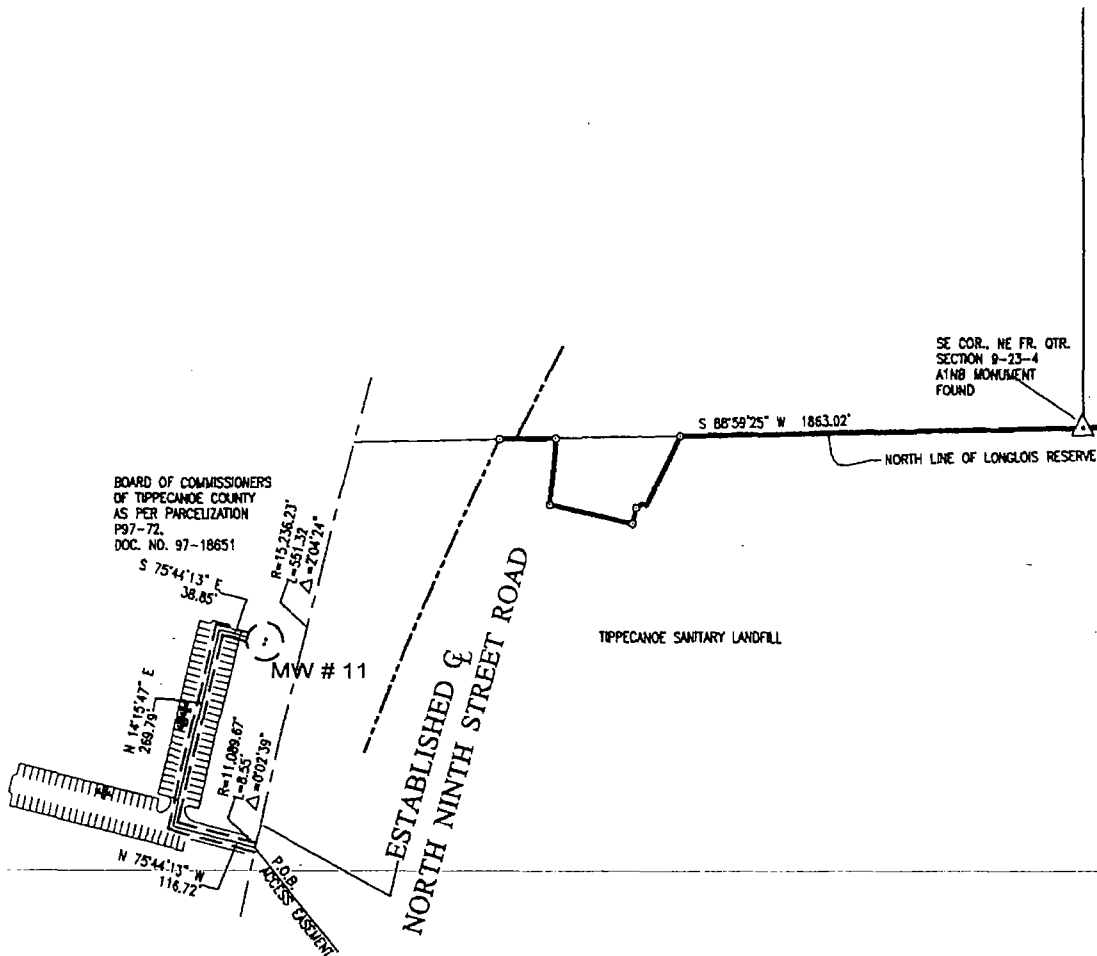
**EXHIBIT C**

**Drawing of Adjacent Property Highlighting Area of Temporary Easement**

(See attached.)

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John E. Fisher & Associates, P.C.  
Land Surveyors and Engineers  
1526 Main Street  
Lafayette, Indiana 47901-1810

# MONITORING WELL # 11 WELL AND ACCESS EASEMENT EXHIBIT TIPPECANOE SANITARY LANDFILL

12/21/00  
DRAWN BY RSP  
CHECK BY  
SHEET 2 OF 12  
COM. NO. 00.15.2.T

Re-Rec 02001968 01/17/2002 10:57am BK: PG: 1  
PAM BERGLUND, TIPPECANOE COUNTY RECORDER  
02000999 01/09/2002 11:42am BK: PG: 1  
PAM BERGLUND, TIPPECANOE COUNTY RECORDER

TSL (Dominant Estate):

Parcel A:

Key Number: 106-06400-0042

Last Recorded Transfers:

- a. Date: May 1, 2000  
Document Number: 00009113
- b. Date: October 5, 2000  
Document Number: 00022155
- c. Date: October 24, 2000  
Document Number: 0023555

Parcel B:

Key Number: 106-06400-0416

Last Recorded Transfer:

Date: May 1, 2000 0  
Document Number: 2000-9113

Parcel C:

Key Number: 106-06400-0262

Last Recorded Transfer:

Date: May 19, 2000  
Document Number: 00010482

Adjacent Property (Servient Estate):

Key Number: 106-06400-0020

Last Recorded Transfer:

Date: ~~September 9, 1997~~ September 25, 1989  
Document Number: Parcelization 97-72, 89-13274  
Instrument No. 97186517

**EASEMENT AGREEMENT**

(Monitoring Well No. 24)

THIS EASEMENT AND ACCESS AGREEMENT (the "Easement" or "Agreement") is made and entered into as of the 18<sup>th</sup> day of December, 2001, by THE BOARD OF COMMISSIONERS OF TIPPECANOE COUNTY (the "Owner"), and TIPPECANOE COUNTY LOCAL ENVIRONMENTAL RESPONSE FINANCE BOARD (the "TERF Board").

WITNESSETH:

WHEREAS, the TERF Board owns certain property located along North Ninth Street, in Lafayette, Tippecanoe County, Indiana which is more particularly described in Exhibit A (the "TSL"), and which was previously owned and operated as the Tippecanoe County Sanitary Landfill.

WHEREAS, the Owner owns certain property adjacent to the TSL which is more particularly described in Exhibit B (the "Adjacent Property").

WHEREAS, the TSL is subject to the terms and provisions of a Notice of Entry of Consent Decree and Declaration of Restrictions and Covenants, dated November 2, 1998, recorded November 6, 1998, in the Office of the Recorder of Tippecanoe County, Indiana, as Document Number 9830064, by John D. and Linda S. Gilmore, Owners (the "Consent Decree").

WHEREAS, the TERF Board, its officers, directors, agents, representatives, overseers, employees, and contractors, and their successors and assigns (collectively, the "TERF Board"), are performing the various obligations required under the Consent Decree in connection with the closure of the TSL pursuant to the Consent Decree which include but are not limited to construction, maintenance, inspection, repair and replacement of certain monitoring facilities, lines, and systems (collectively, the "Obligations").

WHEREAS, to perform certain of the Obligations under the terms and conditions of the Consent Decree, it is necessary for the TERF Board to enter into a portion of the Owner's property adjacent to or surrounding the TSL which is more particularly shown in the drawing attached as Exhibit C (the "Temporary Easement"), and

WHEREAS, the Owner desires to grant to the TERF Board an easement over across and through the Adjacent Property for the purpose of performing the Obligations pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner and the TERF Board hereby agree as follows:

1. Easement. The Owner hereby grants to the TERF Board, its employees, representatives, contractors, agents, overseers, guests, and their successors and assigns (collectively, "Grantees"), a TEMPORARY EASEMENT over, across, under and through the Temporary Easement to perform the Obligations (including, without limitation, to install, lay, use, maintain, inspect, repair and replace monitoring facilities, lines and systems) over, across, under and through the Temporary Easement. The Owner consents to and authorizes the Grantees to enter the Adjacent Property in order to commence and conduct its Obligations under the Consent Decree (including, without limitation, drilling, boring, excavation, sampling and other subsurface activity) on the Temporary Easement.

This Grant also includes the right of ingress and egress at reasonable times upon such Adjacent Property for all purposes incidental to this Easement (including, without limitation, construction, inspection, maintenance, repair, and replacement). This Grant includes the right to spray, trim, remove any trees or other growth which may from time to time interfere or threaten to interfere with the exercise of this right granted by this Easement. It is expressly understood and agreed that no buildings, roadways, drives or other structures will be placed over or upon such Temporary Easement by Owner without the express written consent of the TERF Board.

The Grantees, at their own expense, shall be responsible for the construction, maintenance, inspection, repair and replacement of any and all facilities, lines and systems required as a part of the Obligations (including, without limitation, monitoring facilities, lines, and systems) over, across, under and through the Temporary Easement granted herein (hereinafter collectively referred to as "Grantees' Work"). Upon completion of any construction or subsequent inspection, maintenance, repair or replacement, Grantees shall restore the Temporary Easement, and grade, seed and mulch the same, closing all excavations with proper backfill and compaction, and replacing, with similar quality or better, all drive-ways, public roadways, parking areas, entrances, tiling, drainage systems, utilities, and other appurtenances on, under, through, or over the Temporary Easement owned or used by Owner, at no expense to the Owner. If Grantees' Work should require any permits or approvals from any governmental agency, Grantees shall obtain any and all permits and approvals at no expense to the Owner.

2. Term. This Easement shall terminate upon the completion of the terms and conditions of the Consent Decree. This Grant of Easement shall automatically extend for successive periods of ten years or until such time as the Indiana Department of Environmental Management, or its successor entity, determines that regulated or hazardous substances at the TSL no longer present an unacceptable risk to the public health, safety, or welfare or to the environment.

3. Exclusivity. This is a non-exclusive Grant of Easement, and the Owner herein reserves the right to grant similar easements to parties other than the Grantees.

The Grantees may assign this Easement or any rights thereunder to third parties.

4. Ownership. The undersigned Owner does hereby certify that it is the fee simple owner of said Adjacent Property and that no other persons or parties have any interest whatsoever in the title to the aforementioned Adjacent Property, and that it has the full and exclusive right to grant this Easement. The Owner reserves unto itself the ownership of said Adjacent Property, and the full and unrestricted use thereof insofar as the same does not and will not conflict with the use of the same as herein granted unto the Grantees.

5. Cooperation. The Owner will cooperate fully with the Grantees and will take all reasonable action necessary to allow the Grantees to complete the Obligations in the most expeditious manner possible.

6. Notice and Disclosure. Prior to the performance of the Obligations, the Grantees will notify the Owner of the area or areas upon which the Obligations will be conducted and will procure the services of Indiana Underground to locate subsurface utilities at or near the designated areas. The Grantees will further request and the Owner will provide the Grantees with the identity, description and location of all known subsurface facilities and obstructions at or under the designated areas. The Grantees shall have no responsibility or liability to the Owner for damages to any subsurface facilities or obstructions in the designated areas which were known by the Owner but not accurately identified, disclosed or located by the Owner.

7. Indemnification. The Grantees agree to indemnify, defend, and hold harmless Owner for any and all claims, obligations and liabilities and all costs, expenses and attorney's fees incurred, based upon or arising out of any obligation, liability, loss, damage or expense, or whatever kind or nature, contingent or otherwise, known or unknown, incurred under, or imposed by, any provision of Federal, state or local law or regulation, or common law, pertaining to health, safety or environmental protection and arising out of any act or omission by the Grantees in connection with the Construction Project on the Temporary Easement; provided, however, the above-indemnity by the Grantees shall only apply to the extent such damages are caused by the negligence or willful misconduct of the Grantees.

8. Miscellaneous:

a. Notice. Any notice, request, instruction or other document required or permitted to be given under this Agreement by a party to the Agreement will be in writing and be deemed to have been given when (i) received, if delivered and given in person, (ii) on the date of transmission if sent by telex, telecopy, or other wire transmission (provided that a copy of such transmission is simultaneously sent in a manner provided in clause (iii)), or (iii) deposited with the United States mail, postage prepaid, certified and return receipt requested, and addressed to the Seller or the Buyer, as the case may be, at the address set forth below:

Grantees: Tippecanoe County Local Environmental Response Finance Board  
c/o Anthony S. Benton, Esquire  
STUART & BRANIGIN  
P.O. Box 1010, Lafayette, IN 47902-1010

Owner: Tippecanoe County Board of Commissioners  
20 North Third Street  
Lafayette, IN 47901

~~or such other individual, entity, or address as a party may designate for itself by notice given as provided above.~~

b. Governing Law. This Agreement will be construed under and in accordance with the laws of the State of Indiana.

c. Binding Effect. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns; provided, however, that no assignment or other transfer will be made without the prior written approval of each of the parties to this Agreement.

d. Severability. If any one or more of the provisions of this Agreement, for any reason, is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision hereof, and this Agreement will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

e. Entire Agreement. This Agreement constitutes the sole, only and entire understanding and agreement of the parties hereto in respect to the transaction contemplated by this Agreement. This Agreement supersedes any prior understandings, arrangements, or written or oral agreements relating to the contemplated transaction. This Agreement is not intended to confer upon any other person any rights or remedies. This Agreement may be amended or modified, and any of the terms of this Agreement may be waived, only by a written instrument duly executed by or on behalf of Seller and Buyer.

f. Timeliness. With regard to the dates and time periods set forth or referenced in this Agreement, time is of the essence of this Agreement.

g. Attorneys Fees. In the event either party will be compelled to employ an attorney to enforce the provisions of this contract, the parties agree that the non-defaulting party will be entitled to all of his legal costs and expenses, including reasonable attorney fees, incurred thereby.

IN WITNESS WHEREOF, the TERF Board and Owner have executed this Dedication of Easement this 18<sup>th</sup> day of December, 2001.

TERF BOARD:

TIPPECANOE COUNTY LOCAL ENVIRONMENTAL  
RESPONSE FINANCE BOARD

By:

Dave Heath  
Dave Heath, Chair

ATTEST:

By:

John Knochel  
John Knochel, Secretary

OWNER:

BOARD OF COMMISSIONERS OF TIPPECANOE  
COUNTY

By: Ruth E. Shedd  
Ruth Shedd, President


John Knochel  
John Knochel, Vice President

K. D. Benson  
K. D. Benson, Member

ATTEST: Robert A. Plantenga  
Robert A. Plantenga, Auditor

STATE OF INDIANA            )  
  ) SS:  
COUNTY OF TIPPECANOE    )

Before me, the undersigned, a Notary Public for Tippecanoe County in the State of Indiana, personally appeared the Tippecanoe County Local Environmental Response Finance Board by Dave Heath and John Knochel, its Chair and Secretary respectively who on behalf of such Board acknowledged the execution of this instrument this 18<sup>th</sup> day of December, 2001.

(SEAL)  Marianne M. Owen, Notary Public  
Resident of Tippecanoe County, IN  
Commission Exp. Dec. 7, 2007

[Signature]  
Notary Public

Printed Name

County of Residence: \_\_\_\_\_

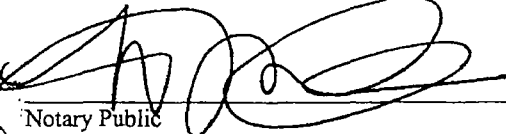
My Commission Expires: \_\_\_\_\_

STATE OF INDIANA                    )  
  ) SS:  
COUNTY OF TIPPECANOE            )

Before me, the undersigned, a Notary Public for Tippecanoe County in the State of Indiana, personally appeared the Board of Commissioners of Tippecanoe County by Ruth Shedd, its President, John Knochel, its Vice President, K. D. Benson, its Member, and Robert A. Plantenga, its Auditor, and who on behalf of the Board of Commissioners of Tippecanoe County such acknowledges the execution of this instrument this 18<sup>th</sup> day of December, 2001.

(SEAL)



  
Notary Public

Printed Name

County of Residence: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

This instrument was prepared by: Marianne Mitten Owen, Esquire, of the firm of Stuart & Branigin, The Life Building, 300 Main Street, Suite 800, Lafayette, Indiana 47902-1010.  
Telephone: (765) 423-1561; Facsimile: (765) 742-8175; E-mail: mmo@stuartlaw.com

258582.1

**EXHIBIT A**

**Legal Description of Tippecanoe County Sanitary Landfill**

(See attached)

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**Parcel A**

(Doc. No. 00009113 Gilmore)

A part of the Reservation of the two eldest children of Peter Longlois in Township Twenty-three (23) North, Range 4 (4) West, described as follows:

Beginning at a stone in the North line of said Reservation placed equidistant from the Northeast and Northwest corner of said Reservation; thence running South on a line dividing the share of Peter Longlois and Elizabeth Allen ninety-one (91) poles; thence West two hundred twenty seven and 60/100 (227.60) poles to the West line of said Reservation; thence North with said West line thirty and 92/100 (30.92) poles to Justice's Corner; thence East with Justice's line seventy-two and 56/100th (72.56) poles to the center of the road leading from Lafayette to Davis Ferry; thence with said Road North ten and one-half (10 ½) degrees East nineteen and 28/100 (19.28) poles; thence North eighteen (18) degrees East forty-three and 12/100 (43.12) poles to the North line of said Reservation; thence East with said North line one hundred thirty-eight and 20/100 (138.20) poles to the place of beginning containing one hundred (100) acres, more or less.

EXCEPT the right of way of C I & L Railroad and except a school lot conveyed to the Trustee of Fairfield Township by deed executed February 17, 1862 and recorded in Deed Record 172, Page 186.

EXCEPTING ALSO, fourteen (14) acres heretofore sole to Herman Bilsma and wife lying West of said Railroad as recorded in Deed Record 122, Page 145.

EXCEPTING ALSO, the tract heretofore conveyed to the Union Sandstone Brick Company which deed is recorded in Deed Record 120, Page 461.

EXCEPTING ALSO a part of the West half of Longlois Reserve, located in Township 23 North, Range 4 West, Fairfield Township, Tippecanoe County described as follows:

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Beginning at a point on the northern line of the West half of Longlois Reserve, said point being located South 89° 53' 00" West, 1,865.30 feet from the northeastern corner of the West half of Longlois Reserve; thence South 27° 40' 00" West, 104.64 feet; thence North 75° 18' 00" West, 5.38 feet; thence South 59° 42' 00" West, 10.76 feet; thence South 14° 42' 00" West 21.75 feet; thence North 76° 17' 00" West, 116.55 feet; thence North 6° 24' 00" East, 90.32 feet to the northern line of the West half of Longlois Reserve; thence North 89° 53' 00" East along the northern line of the West half of Longlois Reserve, 171.75 feet to the point of beginning, containing 0.36 of an acre, more or less.

EXCEPTING ALSO, beginning at a point on the northern line of the West Half of Longlois Reserve, said point being located South 89° 53' 00" West, 1,524.34 feet from the northeastern corner of the West Half of Longlois Reserve; thence South 53° 43' 30" West, 287.85 feet; thence South 47° 50' 30" West, 152.49 feet; thence South 78° 17' 30" West, 314.12 feet; thence South 47° 36' 30" West, 141.17 feet to the eastern right of way line of the Chicago, Indianapolis and Louisville Railroad; thence traversing the eastern right of way line of Chicago, Indianapolis, and Louisville Railroad the following two courses: North 67° 48' 36" West, 25.00 feet; thence northeasterly on a curve to the right having a central angle of 6° 03' 14", a radius of 4,374.87 feet, an arc distance of 462.25 feet to the northern line of the West Half of said Longlois Reserve; thence North 89° 53' 00" East along the northern line of the West Half of said Longlois Reserve; 589.60 feet to the point of beginning, containing 3.43 acres, more or less.

The land hereby described contains seventy-six and fifty-seven hundredths (76.57) acres, more or less.

(Doc. No. 00022155 Fairfield Builders Supply Corp.)

A strip of land 40 feet wide in part of Section 10, Township 23 North, Range 4 West of the Second Principal Meridian in Fairfield Township, Tippecanoe County, Indiana, more completely described as follows:

Beginning at the Northeast Corner of property conveyed to John D. and Linda S. Gilmore in Document Number 82-1868 as recorded in the Tippecanoe County Recorder's Office, said

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corner being the Northeast Corner of the West Half of Longlois Reserve; thence along the North Line of said Reserve South 88°59'25" West 443.72 feet to its intersection with the line between Sections 9 and 10; thence North 01°00'35" West along said section line 40.00 feet; thence North 88°59'25" East parallel with said North Line 473.74 feet; thence South 0°58'31" East 40.02 feet to the North Line of said Reserve; thence South 89°01'29" West along said North Line 30.00 feet to the Point of Beginning, containing 0.435 acres, more or less.

ALSO,

A strip of land 30 feet wide in Part of Longlois Reserve, Fairfield Township, Tippecanoe County, Indiana, more completely described as follows:

Beginning at the Northeast corner of the West Half of Longlois Reserve, said corner being also the northeast corner of property conveyed to John D. and Linda S. Gilmore in Document Number 82-1868 as recorded in the Tippecanoe County Recorder's Office; thence North 89°01'29" East 30.00 feet; thence South 0°58'31" East parallel with the east line of said Gilmore property 600.00 feet; thence South 89°01'29" West 30.00 feet to said east line; thence North 0°58'31" West along said east line 600.00 feet to the Point of Beginning, containing 0.413 acres, more or less.

ALSO,

A strip of land 40 feet wide in Part of Longlois Reserve, Fairfield Township, Tippecanoe County, Indiana, more completely described as follows:

Commencing at the Northeast Corner of the West Half of Longlois Reserve, said Corner also being the northeast corner of property conveyed to John D. and Linda S. Gilmore in Document Number 82-1868 as recorded in the Tippecanoe County Recorder's Office; thence along said Gilmore property the following two courses:

1. South 0°58'31" East 1501.50 feet;
  2. South 88°59'26" West 1000.00 feet to the Point of Beginning of the herein-described strip;
-

thence South 01°00'34" East perpendicular to the south line of said Gilmore property 40.00 feet; thence South 88°59'26" West parallel with said south line 500.00 feet; thence North 01°00'34" West perpendicular to said south line 40.00 feet to the south line of said Gilmore property; thence North 88°59'26" East along said South line 500.00 feet to the Point of Beginning, containing 0.459 acres, more or less.

ALSO,

A strip of land 10 and 20 feet wide in part of Section 10, Township 23 North, Range 4 West of the Second Principal Meridian in Fairfield Township, Tippecanoe County, Indiana, more completely described as follows:

Commencing at the Northeast Corner of property conveyed to John D. and Linda S. Gilmore in Document Number 82-1868 as recorded in the Tippecanoe County Recorder's Office, said corner being the Northeast Corner of the West Half of Longlois Reserve; thence North 89°01'29" East 30.00 feet to the Point of Beginning of the herein-described strip; thence North 0°58'31" West 40.02 feet; thence South 88°59'25" West parallel with the North Line of said Reserve 473.74 feet to the line between Sections 9 and 10; thence North 01°00'35" West along said section line 10.00 feet; thence North 88°59'25" East parallel with said North Line 493.75 feet; thence South 0°58'31" East 50.03 feet to the North Line of said Reserve; thence South 89°01'29" West along said North Line 20.00 feet to the Point of Beginning, containing 0.132 acres, more or less.

ALSO,

A strip of land 20 feet wide in Part of Longlois Reserve, Fairfield Township, Tippecanoe County, Indiana, more completely described as follows:

Commencing at the Northeast Corner of the West Half of Longlois Reserve, said corner being also the northeast corner of property conveyed to John D. and Linda S. Gilmore in Document Number 82-1868 as recorded in the Tippecanoe County Recorder's Office; thence North 89°01'29" East 30.00 feet to the Point of Beginning of the herein-described strip; thence continuing North 89°01'29" East 20.00 feet; thence South 0°58'31" East parallel with the east line of said Gilmore property 600.00 feet; thence South 89°01'29" West 20.00 feet; thence North 0°58'31" West parallel with said east line 600.00 feet to the Point of Beginning, containing 0.275 acres, more or less.

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ALSO

A strip of land 10 feet wide in Part of Longlois Reserve, Fairfield Township, Tippecanoe County, Indiana, more completely described as follows:

Commencing at the Northeast Corner of the West Half of Longlois Reserve, said Corner being also the northeast corner of property conveyed to John D. and Linda S. Gilmore in Document Number 82-1868 as recorded in the Tippecanoe County Recorder's Office; thence along said Gilmore property the following two courses:

1. South 0°58'31" East 1501.50 feet;
2. South 88°59'26" West 1000.00 feet;

thence South 01°00'34" East perpendicular to the south line of said Gilmore property 40.00 feet to the Point of Beginning of the herein-described strip; thence continuing South 01°00'34" East 10.00 feet; thence South 88°59'26" West parallel with said south line 500.00 feet; thence North 01°00'34" West perpendicular to said south line 10.00 feet; thence North 88°59'26" East parallel with said south line 500.00 feet to the Point of Beginning, containing 0.115 acres, more or less.

(Doc. No. 00023555 Rafferty)

A strip of land 40 feet wide in part of Section 9, Township 23 North, Range 4 West of the Second Principal Meridian in Fairfield Township, Tippecanoe County, Indiana, more completely described as follows:

Commencing at the Northeast Corner of property conveyed to John D. and Linda S. Gilmore in Deed Record 82, Page 1868 as recorded in the Tippecanoe County Recorder's Office, said corner being the Northeast Corner of the West Half of Longlois Reserve; thence along the North Line of said Reserve South 88°59'25" West 443.72 feet to its intersection with the line between Sections 9 and 10, said point being the Point of Beginning of the herein-described strip; thence continuing South 88°59'25" West along said North Line 1256.28 feet; thence North 01°00'35" West perpendicular to

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said North Line 40.00 feet; thence North 88°59'25" East parallel with said North Line 1256.28 feet to said line between Sections 9 and 10; thence South 01°00'35" East along said section line 40.00 feet to the Point of Beginning, containing 1.154 acres, more or less.

ALSO,

A strip of land 10 feet wide in part of Section 9, Township 23 North, Range 4 West of the Second Principal Meridian in Fairfield Township, Tippecanoe County, Indiana, more completely described as follows:

Commencing at the Northeast Corner of property conveyed to John D. and Linda S. Gilmore in Deed Record 82, Page 1868 as recorded in the Tippecanoe County Recorder's Office, said corner being the Northeast Corner of the West Half of Longlois Reserve; thence North 89°01'29" East 30.00 feet; thence North 0°58'31" West 40.02 feet; thence South 88°59'25" West parallel with the North Line of said Reserve 473.74 feet to the line between Sections 9 and 10, said point being the Point of Beginning of the herein-described strip; thence continuing South 88°59'25" West parallel with said North Line 1256.28 feet; thence North 01°00'35" West perpendicular to said North Line 10.00 feet; thence North 88°59'25" East parallel with said North Line 1256.28 feet to said line between Sections 9 and 10; South 01°00'35" East along said section line 10.00 feet to the Point of Beginning, containing 0.288 acres, more or less.

**Parcel B**

A part of the Reservation of the two eldest children of Peter Longlois in Township Twenty-three (23) North, Range Four (4) West, described as follows:

Beginning at a point on the northern line of the West half of Longlois Reserve, said point being located South 89° 53' 00" West, 1,524.34 feet from the northeastern corner of the West half of Longlois Reserve; thence South 53° 43' 30" West, 287.85 feet; thence South 47° 50' 30" West, 152.49 feet; thence South 78° 17' 30" West, 314.12 feet; thence South 47° 36' 30" West, 141.17 feet to the eastern right of way line of the Chicago, Indianapolis, and Louisville Railroad; thence traversing the eastern right of way line of Chicago, Indianapolis, and Louisville Railroad the following two courses: North 67° 48' 36" West, 25.00 feet; thence northeasterly on a curve to the right having a central angle of 6° 03' 14", a radius of 4,374.87 feet, an arc distance of 462.25 feet to the northern line of the West half of said Longlois Reserve; thence North 89° 53' 00" East along the northern line of the West half of said Longlois Reserve, 589.60 feet to the point of beginning, containing 3.43 acres, more or less.

EXCEPTING a part of the West half of Longlois Reserve, located in Township 23 North, Range 4 West, Fairfield Township, Tippecanoe County described as follows:

Beginning at a point on the northern line of the West half of Longlois Reserve, said point being located South 89° 53' 00" West, 1,865.30 feet from the northeastern corner of the West half of Longlois Reserve; thence South 27° 40' 00" West, 104.64 feet; thence North 75° 18' 00" West, 5.38 feet; thence South 59° 42' 00" West, 10.76 feet; thence South 14° 42' 00" West 21.75 feet; thence North 76° 17' 00" West, 116.55 feet; thence North 6° 24' 00" East, 90.32 feet to the northern line of the West half of Longlois Reserve; thence North 89° 53' 00" East along the northern line of the West half of Longlois Reserve, 171.75 feet to the point of beginning, containing 0.36 of an acre, more or less.

**Parcel C**

A part of the West half of Longlois Reserve, located in Township 23 North, Range 4 West, Fairfield Township, Tippecanoe County, Indiana, described as follows:

Beginning at a point on the northern line of the West half of Longlois Reserve, said point being located South 89°-53'-00" West, 1,865.30 feet from the northeastern corner of the West half of Longlois Reserve; thence South 27°-40'-00" West, 104.64 feet; thence North 75°-18'-00" West, 5.38 feet; thence South 59°-42'-00" West, 10.76 feet; thence South 14°-42'-00" West 21.75 feet; thence North 76°-17'-00" West, 116.55 feet; thence North 06°-24'-00" East, 90.32 feet to the northern line of the West half of Longlois Reserve; thence North 89°-53'-00" East along the northern line of the West half of Longlois Reserve, 171.75 feet to the point of beginning, containing 0.36 of an acre, more or less.

ALSO, an easement for ingress and egress described as follows: An easement and right of way of sufficient width to permit passage of motor vehicles for access to the above described 0.36 of an acre tract from North Ninth Street Road, or such other public dedicated road the Grantor, or its successors in title, may from time to time determine.

(Said easement as set forth in that certain Executor's Deed dated August 24, 1979, recorded September 7, 1979, as Deed Record 79, Page 3864, from John D. Gilmore, as Executor of the Estate of Archie E. Gilmore, deceased, as Grantor; to Donal R. Chambers and D. Jane Chambers, husband and wife, as Grantees.)

**EXHIBIT B**

**Legal Description of Adjacent Property**

(See attached)

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**MONITORING WELL 24**

**MONITORING WELL EASEMENT**

A part of Longlois Reserve, Township 23 North, Range 4 West, Fairfield Township, Tippecanoe County, Indiana, being more particularly described as follows:

A 25.00-foot radius circle for a monitoring well easement whose center point is located at the Point of Terminus of the following 7 courses:

1. Commencing at a Berntsen A1NB monument found per Tippecanoe County Surveyor Section Corner ties at the Southeast Corner of the Northeast Fractional Quarter of Section 9, Township 23 North, Range 4 West;
2. South 88°59'25" West along the South Line of said Northeast Fractional Quarter, said line being also the North Line of Longlois Reserve, 1863.02 feet to the centerline of North Ninth Street Road, said point being on a non-tangent curve to the left, having a central angle of 2°04'24" and a radius of 15,236.23 feet;
3. Southwesterly along said curve an arc distance 551.32 feet (said arc being subtended by a chord having a bearing of South 14°15'49" West and a length of 551.28 feet), to the point of compound curvature of a curve to the left, having a central angle of 0°02'39" and a radius of 11,089.67 feet;
4. Southwesterly along said curve an arc distance 8.55 feet (said arc being subtended by a chord having a bearing of South 14°34'31" West and a length of 8.55 feet);
5. North 75°44'13" West 116.72 feet;
6. North 14°15'47" East 279.89 feet;
7. North 75°44'13" West 94.11 feet to the Point of Terminus.

**MONITORING WELL ACCESS EASEMENT**

A part of Longlois Reserve, Township 23 North, Range 4 West, Fairfield Township, Tippecanoe County, Indiana, being more particularly described as follows:

A strip of land 12.00 feet wide, measured 6.00 feet on each side of the following-described centerline: Commencing at a Berntsen A1NB monument found per Tippecanoe County Surveyor Section Corner ties at the Southeast Corner of the Northeast Fractional Quarter of Section 9, Township 23 North, Range 4 West; thence South 88°59'25" West along the South Line of said Northeast Fractional Quarter, said line being also the North Line of Longlois Reserve, 1863.02 feet to the centerline of North Ninth Street Road, said point being on a non-tangent curve to the left, having a central angle of 2°04'24" and a radius of 15,236.23 feet; thence Southwesterly along said curve an arc distance 551.32 feet (said arc being subtended by a chord having a bearing of South 14°15'49" West and a length of 551.28 feet) to the point of compound curvature of a curve to the left, having a central angle of 0°02'39" and a radius of 11,089.67 feet; thence Southwesterly along said curve an arc distance 8.55 feet (said arc being subtended by a chord having a bearing of South 14°34'31" West and a length of 8.55 feet) to the Point of Beginning of the herein-described centerline; thence North 75°44'13" West 116.72 feet; thence North 14°15'47" East 279.89 feet; thence North 75°44'13" West 69.11 feet to the Point of Terminus.

Side lines are to be shortened or extended to meet at angle points.

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**EXHIBIT C**

**Drawing of Adjacent Property Highlighting Area of Temporary Easement**

(See attached.)

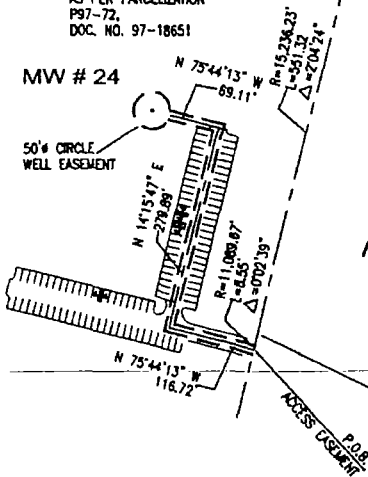
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BOARD OF COMMISSIONERS  
OF TIPPECANOE COUNTY  
AS PER PARCELIZATION  
P97-72,  
DOC. NO. 97-18651

MW # 24

50'  $\phi$  CIRCLE  
WELL EASEMENT



S 88°59'25" W 1683.02'

NORTH LINE OF LONGLOYS RESERVE

SE COR., NE FR. QTR.  
SECTION 9-23-4  
AT&B MONUMENT  
FOUND



0 100 200 400

1 Inch = 200 Feet

John E. Fisher & Associates, P.C.  
Land Surveyors and Engineers  
1526 Main Street  
Lafayette, Indiana 47901-1810

# MONITORING WELL # 24 WELL AND ACCESS EASEMENT EXHIBIT TIPPECANOE SANITARY LANDFILL

12/21/00  
DRAWN BY RSP  
CHECK BY  
SHEET 11 OF 12  
COMB. NO. 00.15.2T

TSL (Dominant Estate):

Parcel A:

Key Number: 106-06400-0042

Last Recorded Transfers:

- a. Date: May 1, 2000  
Document Number: 00009113
- b. Date: October 5, 2000  
Document Number: 00022155
- c. Date: October 24, 2000  
Document Number: 0023555

Parcel B:

Key Number: 106-06400-0416

Last Recorded Transfer:

Date: May 1, 2000 0  
Document Number: 2000-9113

Parcel C:

Key Number: 106-06400-0262

Last Recorded Transfer:

Date: May 19, 2000  
Document Number: 00010482

DULY ENTERED FOR TAXATION  
SUBJECT TO FINAL ACCEPTANCE  
FOR TRANSFER.

JAN 09 2002

*Robert A. Berglund*  
AUDITOR OF TIPPECANOE CO.

Adjacent Property (Servient Estate):

Key Number: 106-06400-0020

Last Recorded Transfer:

Date: September 9, 1997  
Document Number: Parcelization 97-72,  
Instrument No. 9718651

**EASEMENT AGREEMENT**

(Monitoring Well No. 24)

THIS EASEMENT AND ACCESS AGREEMENT (the "Easement" or "Agreement") is made and entered into as of the 18<sup>th</sup> day of December, 2001, by THE BOARD OF COMMISSIONERS OF TIPPECANOE COUNTY (the "Owner"), and TIPPECANOE COUNTY LOCAL ENVIRONMENTAL RESPONSE FINANCE BOARD (the "TERF Board").

WITNESSETH:

WHEREAS, the TERF Board owns certain property located along North Ninth Street, in Lafayette, Tippecanoe County, Indiana which is more particularly described in Exhibit A (the "TSL"), and which was previously owned and operated as the Tippecanoe County Sanitary Landfill.

WHEREAS, the Owner owns certain property adjacent to the TSL which is more particularly described in Exhibit B (the "Adjacent Property").

WHEREAS, the TSL is subject to the terms and provisions of a Notice of Entry of Consent Decree and Declaration of Restrictions and Covenants, dated November 2, 1998, recorded November 6, 1998, in the Office of the Recorder of Tippecanoe County, Indiana, as Document Number 9830064, by John D. and Linda S. Gilmore, Owners (the "Consent Decree").

WHEREAS, the TERF Board, its officers, directors, agents, representatives, overseers, employees, and contractors, and their successors and assigns (collectively, the "TERF Board"), are performing the various obligations required under the Consent Decree in connection with the closure of the TSL pursuant to the Consent Decree which include but are not limited to construction, maintenance, inspection, repair and replacement of certain monitoring facilities, lines, and systems (collectively, the "Obligations").

WHEREAS, to perform certain of the Obligations under the terms and conditions of the Consent Decree, it is necessary for the TERF Board to enter into a portion of the Owner's property adjacent to or surrounding the TSL which is more particularly shown in the drawing attached as Exhibit C (the "Temporary Easement"), and

WHEREAS, the Owner desires to grant to the TERF Board an easement over across and through the Adjacent Property for the purpose of performing the Obligations pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner and the TERF Board hereby agree as follows:

1. Easement. The Owner hereby grants to the TERF Board, its employees, representatives, contractors, agents, overseers, guests, and their successors and assigns (collectively, "Grantees"), a TEMPORARY EASEMENT over, across, under and through the Temporary Easement to perform the Obligations (including, without limitation, to install, lay, use, maintain, inspect, repair and replace monitoring facilities, lines and systems) over, across, under and through the Temporary Easement. The Owner consents to and authorizes the Grantees to enter the Adjacent Property in order to commence and conduct its Obligations under the Consent Decree (including, without limitation, drilling, boring, excavation, sampling and other subsurface activity) on the Temporary Easement.

This Grant also includes the right of ingress and egress at reasonable times upon such Adjacent Property for all purposes incidental to this Easement (including, without limitation, construction, inspection, maintenance, repair, and replacement). This Grant includes the right to spray, trim, remove any trees or other growth which may from time to time interfere or threaten to interfere with the exercise of this right granted by this Easement. It is expressly understood and agreed that no buildings, roadways, drives or other structures will be placed over or upon such Temporary Easement by Owner without the express written consent of the TERF Board.

The Grantees, at their own expense, shall be responsible for the construction, maintenance, inspection, repair and replacement of any and all facilities, lines and systems required as a part of the Obligations (including, without limitation, monitoring facilities, lines, and systems) over, across, under and through the Temporary Easement granted herein (hereinafter collectively referred to as "Grantees' Work"). Upon completion of any construction or subsequent inspection, maintenance, repair or replacement, Grantees shall restore the Temporary Easement, and grade, seed and mulch the same, closing all excavations with proper backfill and compaction, and replacing, with similar quality or better, all drive-ways, public roadways, parking areas, entrances, tiling, drainage systems, utilities, and other appurtenances on, under, through, or over the Temporary Easement owned or used by Owner, at no expense to the Owner. If Grantees' Work should require any permits or approvals from any governmental agency, Grantees shall obtain any and all permits and approvals at no expense to the Owner.

2. Term. This Easement shall terminate upon the completion of the terms and conditions of the Consent Decree. This Grant of Easement shall automatically extend for successive periods of ten years or until such time as the Indiana Department of Environmental Management, or its successor entity, determines that regulated or hazardous substances at the TSL no longer present an unacceptable risk to the public health, safety, or welfare or to the environment.

3. Exclusivity. This is a non-exclusive Grant of Easement, and the Owner herein reserves the right to grant similar easements to parties other than the Grantees.

The Grantees may assign this Easement or any rights thereunder to third parties.

4. Ownership. The undersigned Owner does hereby certify that it is the fee simple owner of said Adjacent Property and that no other persons or parties have any interest whatsoever in the title to the aforementioned Adjacent Property, and that it has the full and exclusive right to grant this Easement. The Owner reserves unto itself the ownership of said Adjacent Property, and the full and unrestricted use thereof insofar as the same does not and will not conflict with the use of the same as herein granted unto the Grantees.

5. Cooperation. The Owner will cooperate fully with the Grantees and will take all reasonable action necessary to allow the Grantees to complete the Obligations in the most expeditious manner possible.

6. Notice and Disclosure. Prior to the performance of the Obligations, the Grantees will notify the Owner of the area or areas upon which the Obligations will be conducted and will procure the services of Indiana Underground to locate subsurface utilities at or near the designated areas. The Grantees will further request and the Owner will provide the Grantees with the identity, description and location of all known subsurface facilities and obstructions at or under the designated areas. The Grantees shall have no responsibility or liability to the Owner for damages to any subsurface facilities or obstructions in the designated areas which were known by the Owner but not accurately identified, disclosed or located by the Owner.

7. Indemnification. The Grantees agree to indemnify, defend, and hold harmless Owner for any and all claims, obligations and liabilities and all costs, expenses and attorney's fees incurred, based upon or arising out of any obligation, liability, loss, damage or expense, or whatever kind or nature, contingent or otherwise, known or unknown, incurred under, or imposed by, any provision of Federal, state or local law or regulation, or common law, pertaining to health, safety or environmental protection and arising out of any act or omission by the Grantees in connection with the Construction Project on the Temporary Easement; provided, however, the above-indemnity by the Grantees shall only apply to the extent such damages are caused by the negligence or willful misconduct of the Grantees.

8. Miscellaneous:

a. Notice. Any notice, request, instruction or other document required or permitted to be given under this Agreement by a party to the Agreement will be in writing and be deemed to have been given when (i) received, if delivered and given in person, (ii) on the date of transmission if sent by telex, telecopy, or other wire transmission (provided that a copy of such transmission is simultaneously sent in a manner provided in clause (iii)), or (iii) deposited with the United States mail, postage prepaid, certified and return receipt requested, and addressed to the Seller or the Buyer, as the case may be, at the address set forth below:

Grantees: Tippecanoe County Local Environmental Response Finance Board  
c/o Anthony S. Benton, Esquire  
STUART & BRANIGIN  
P.O. Box 1010, Lafayette, IN 47902-1010

Owner: Tippecanoe County Board of Commissioners  
20 North Third Street  
Lafayette, IN 47901

or such other individual, entity, or address as a party may designate for itself by notice given as provided above.

b. Governing Law. This Agreement will be construed under and in accordance with the laws of the State of Indiana.

c. Binding Effect. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns; provided, however, that no assignment or other transfer will be made without the prior written approval of each of the parties to this Agreement.

d. Severability. If any one or more of the provisions of this Agreement, for any reason, is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision hereof, and this Agreement will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

e. Entire Agreement. This Agreement constitutes the sole, only and entire understanding and agreement of the parties hereto in respect to the transaction contemplated by this Agreement. This Agreement supersedes any prior understandings, arrangements, or written or oral agreements relating to the contemplated transaction. This Agreement is not intended to confer upon any other person any rights or remedies. This Agreement may be amended or modified, and any of the terms of this Agreement may be waived, only by a written instrument duly executed by or on behalf of Seller and Buyer.

f. Timeliness. With regard to the dates and time periods set forth or referenced in this Agreement, time is of the essence of this Agreement.

g. Attorneys Fees. In the event either party will be compelled to employ an attorney to enforce the provisions of this contract, the parties agree that the non-defaulting party will be entitled to all of his legal costs and expenses, including reasonable attorney fees, incurred thereby.

IN WITNESS WHEREOF, the TERF Board and Owner have executed this Dedication of Easement this 18<sup>th</sup> day of December, 2001.

TERF BOARD:

TIPPECANOE COUNTY LOCAL ENVIRONMENTAL  
RESPONSE FINANCE BOARD

By:

Dave Heath  
Dave Heath, Chair

ATTEST:

By:

John Knochel  
John Knochel, Secretary

OWNER:

BOARD OF COMMISSIONERS OF TIPPECANOE  
COUNTY

By: Ruth E. Shedd  
Ruth Shedd, President


John Knochel  
John Knochel, Vice President

K. D. Benson  
K. D. Benson, Member

ATTEST: Robert A. Plantenga  
Robert A. Plantenga, Auditor

STATE OF INDIANA                    )  
  ) SS:  
COUNTY OF TIPPECANOE         )

Before me, the undersigned, a Notary Public for Tippecanoe County in the State of Indiana, personally appeared the Tippecanoe County Local Environmental Response Finance Board by Dave Heath and John Knochel, its Chair and Secretary respectively who on behalf of such Board acknowledged the execution of this instrument this 18<sup>th</sup> day of December, 2001.

(SEAL)  Marianne M. Owen, Notary Public  
Resident of Tippecanoe County, IN  
Commission Exp. Dec. 7, 2007

[Signature]  
Notary Public

Printed Name

County of Residence: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

STATE OF INDIANA                     )  
  ) SS:  
COUNTY OF TIPPECANOE            )

Before me, the undersigned, a Notary Public for Tippecanoe County in the State of Indiana, personally appeared the Board of Commissioners of Tippecanoe County by Ruth Shedd, its President, John Knochel, its Vice President, K. D. Benson, its Member, and Robert A. Plantenga, its Auditor, and who on behalf of the Board of Commissioners of Tippecanoe County such acknowledges the execution of this instrument this 18<sup>th</sup> day of December, 2001.

(SEAL)



Notary Public

Printed Name

County of Residence: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

This instrument was prepared by: Marianne Mitten Owen, Esquire, of the firm of Stuart & Branigin, The Life Building, 300 Main Street, Suite 800, Lafayette, Indiana 47902-1010. Telephone: (765) 423-1561; Facsimile: (765) 742-8175; E-mail: mmo@stuartlaw.com

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**EXHIBIT A**

**Legal Description of Tippecanoe County Sanitary Landfill**

(See attached)

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**Parcel A**

(Doc. No. 00009113 Gilmore)

A part of the Reservation of the two eldest children of Peter Longlois in Township Twenty-three (23) North, Range 4 (4) West, described as follows:

Beginning at a stone in the North line of said Reservation placed equidistant from the Northeast and Northwest corner of said Reservation; thence running South on a line dividing the share of Peter Longlois and Elizabeth Allen ninety-one (91) poles; thence West two hundred twenty seven and 60/100 (227.60) poles to the West line of said Reservation; thence North with said West line thirty and 92/100 (30.92) poles to Justice's Corner; thence East with Justice's line seventy-two and 56/100th (72.56) poles to the center of the road leading from Lafayette to Davis Ferry; thence with said Road North ten and one-half (10 ½) degrees East nineteen and 28/100 (19.28) poles; thence North eighteen (18) degrees East forty-three and 12/100 (43.12) poles to the North line of said Reservation; thence East with said North line one hundred thirty-eight and 20/100 (138.20) poles to the place of beginning containing one hundred (100) acres, more or less.

EXCEPT the right of way of C I & L Railroad and except a school lot conveyed to the Trustee of Fairfield Township by deed executed February 17, 1862 and recorded in Deed Record 172, Page 186.

EXCEPTING ALSO, fourteen (14) acres heretofore sole to Herman Bilsma and wife lying West of said Railroad as recorded in Deed Record 122, Page 145.

EXCEPTING ALSO, the tract heretofore conveyed to the Union Sandstone Brick Company which deed is recorded in Deed Record 120, Page 461.

EXCEPTING ALSO a part of the West half of Longlois Reserve, located in Township 23 North, Range 4 West, Fairfield Township, Tippecanoe County described as follows:

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Beginning at a point on the northern line of the West half of Longlois Reserve, said point being located South 89° 53' 00" West, 1,865.30 feet from the northeastern corner of the West half of Longlois Reserve; thence South 27° 40' 00" West, 104.64 feet; thence North 75° 18' 00" West, 5.38 feet; thence South 59° 42' 00" West, 10.76 feet; thence South 14° 42' 00" West 21.75 feet; thence North 76° 17' 00" West, 116.55 feet; thence North 6° 24' 00" East, 90.32 feet to the northern line of the West half of Longlois Reserve; thence North 89° 53' 00" East along the northern line of the West half of Longlois Reserve, 171.75 feet to the point of beginning, containing 0.36 of an acre, more or less.

EXCEPTING ALSO, beginning at a point on the northern line of the West Half of Longlois Reserve, said point being located South 89° 53' 00" West, 1,524.34 feet from the northeastern corner of the West Half of Longlois Reserve; thence South 53° 43' 30" West, 287.85 feet; thence South 47° 50' 30" West, 152.49 feet; thence South 78° 17' 30" West, 314.12 feet; thence South 47° 36' 30" West, 141.17 feet to the eastern right of way line of the Chicago, Indianapolis and Louisville Railroad; thence traversing the eastern right of way line of Chicago, Indianapolis, and Louisville Railroad the following two courses: North 67° 48' 36" West, 25.00 feet; thence northeasterly on a curve to the right having a central angle of 6° 03' 14", a radius of 4,374.87 feet, an arc distance of 462.25 feet to the northern line of the West Half of said Longlois Reserve; thence North 89° 53' 00" East along the northern line of the West Half of said Longlois Reserve; 589.60 feet to the point of beginning, containing 3.43 acres, more or less.

The land hereby described contains seventy-six and fifty-seven hundredths (76.57) acres, more or less.

(Doc. No. 00022155 Fairfield Builders Supply Corp.)

A strip of land 40 feet wide in part of Section 10, Township 23 North, Range 4 West of the Second Principal Meridian in Fairfield Township, Tippecanoe County, Indiana, more completely described as follows:

Beginning at the Northeast Corner of property conveyed to John D. and Linda S. Gilmore  
in Document Number 82-1868 as recorded in the Tippecanoe County Recorder's Office, said

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corner being the Northeast Corner of the West Half of Longlois Reserve; thence along the North Line of said Reserve South 88°59'25" West 443.72 feet to its intersection with the line between Sections 9 and 10; thence North 01°00'35" West along said section line 40.00 feet; thence North 88°59'25" East parallel with said North Line 473.74 feet; thence South 0°58'31" East 40.02 feet to the North Line of said Reserve; thence South 89°01'29" West along said North Line 30.00 feet to the Point of Beginning, containing 0.435 acres, more or less.

ALSO,

A strip of land 30 feet wide in Part of Longlois Reserve, Fairfield Township, Tippecanoe County, Indiana, more completely described as follows:

Beginning at the Northeast corner of the West Half of Longlois Reserve, said corner being also the northeast corner of property conveyed to John D. and Linda S. Gilmore in Document Number 82-1868 as recorded in the Tippecanoe County Recorder's Office; thence North 89°01'29" East 30.00 feet; thence South 0°58'31" East parallel with the east line of said Gilmore property 600.00 feet; thence South 89°01'29" West 30.00 feet to said east line; thence North 0°58'31" West along said east line 600.00 feet to the Point of Beginning, containing 0.413 acres, more or less.

ALSO,

A strip of land 40 feet wide in Part of Longlois Reserve, Fairfield Township, Tippecanoe County, Indiana, more completely described as follows:

Commencing at the Northeast Corner of the West Half of Longlois Reserve, said Corner also being the northeast corner of property conveyed to John D. and Linda S. Gilmore in Document Number 82-1868 as recorded in the Tippecanoe County Recorder's Office; thence along said Gilmore property the following two courses:

1. South 0°58'31" East 1501.50 feet;
  2. South 88°59'26" West 1000.00 feet to the Point of Beginning of the herein-described strip;
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thence South 01°00'34" East perpendicular to the south line of said Gilmore property 40.00 feet; thence South 88°59'26" West parallel with said south line 500.00 feet; thence North 01°00'34" West perpendicular to said south line 40.00 feet to the south line of said Gilmore property; thence North 88°59'26" East along said South line 500.00 feet to the Point of Beginning, containing 0.459 acres, more or less.

ALSO,

A strip of land 10 and 20 feet wide in part of Section 10, Township 23 North, Range 4 West of the Second Principal Meridian in Fairfield Township, Tippecanoe County, Indiana, more completely described as follows:

Commencing at the Northeast Corner of property conveyed to John D. and Linda S. Gilmore in Document Number 82-1868 as recorded in the Tippecanoe County Recorder's Office, said corner being the Northeast Corner of the West Half of Longlois Reserve; thence North 89°01'29" East 30.00 feet to the Point of Beginning of the herein-described strip; thence North 0°58'31" West 40.02 feet; thence South 88°59'25" West parallel with the North Line of said Reserve 473.74 feet to the line between Sections 9 and 10; thence North 01°00'35" West along said section line 10.00 feet; thence North 88°59'25" East parallel with said North Line 493.75 feet; thence South 0°58'31" East 50.03 feet to the North Line of said Reserve; thence South 89°01'29" West along said North Line 20.00 feet to the Point of Beginning, containing 0.132 acres, more or less.

ALSO,

A strip of land 20 feet wide in Part of Longlois Reserve, Fairfield Township, Tippecanoe County, Indiana, more completely described as follows:

Commencing at the Northeast Corner of the West Half of Longlois Reserve, said corner being also the northeast corner of property conveyed to John D. and Linda S. Gilmore in Document Number 82-1868 as recorded in the Tippecanoe County Recorder's Office; thence North 89°01'29" East 30.00 feet to the Point of Beginning of the herein-described strip; thence continuing North 89°01'29" East 20.00 feet; thence South 0°58'31" East parallel with the east line of said Gilmore property 600.00 feet; thence South 89°01'29" West 20.00 feet; thence North 0°58'31" West parallel with said east line 600.00 feet to the Point of Beginning, containing 0.275 acres, more or less.

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ALSO

A strip of land 10 feet wide in Part of Longlois Reserve, Fairfield Township, Tippecanoe County, Indiana, more completely described as follows:

Commencing at the Northeast Corner of the West Half of Longlois Reserve, said Corner being also the northeast corner of property conveyed to John D. and Linda S. Gilmore in Document Number 82-1868 as recorded in the Tippecanoe County Recorder's Office; thence along said Gilmore property the following two courses:

1. South 0°58'31" East 1501.50 feet;
2. South 88°59'26" West 1000.00 feet;

thence South 01°00'34" East perpendicular to the south line of said Gilmore property 40.00 feet to the Point of Beginning of the herein-described strip; thence continuing South 01°00'34" East 10.00 feet; thence South 88°59'26" West parallel with said south line 500.00 feet; thence North 01°00'34" West perpendicular to said south line 10.00 feet; thence North 88°59'26" East parallel with said south line 500.00 feet to the Point of Beginning, containing 0.115 acres, more or less.

(Doc. No. 00023555 Rafferty)

A strip of land 40 feet wide in part of Section 9, Township 23 North, Range 4 West of the Second Principal Meridian in Fairfield Township, Tippecanoe County, Indiana, more completely described as follows:

Commencing at the Northeast Corner of property conveyed to John D. and Linda S. Gilmore in Deed Record 82, Page 1868 as recorded in the Tippecanoe County Recorder's Office, said corner being the Northeast Corner of the West Half of Longlois Reserve; thence along the North Line of said Reserve South 88°59'25" West 443.72 feet to its intersection with the line between Sections 9 and 10, said point being the Point of Beginning of the herein-described strip; thence continuing South 88°59'25" West along said North Line 1256.28 feet; thence North 01°00'35" West perpendicular to

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said North Line 40.00 feet; thence North 88°59'25" East parallel with said North Line 1256.28 feet to said line between Sections 9 and 10; thence South 01°00'35" East along said section line 40.00 feet to the Point of Beginning, containing 1.154 acres, more or less.

ALSO,

A strip of land 10 feet wide in part of Section 9, Township 23 North, Range 4 West of the Second Principal Meridian in Fairfield Township, Tippecanoe County, Indiana, more completely described as follows:

Commencing at the Northeast Corner of property conveyed to John D. and Linda S. Gilmore in Deed Record 82, Page 1868 as recorded in the Tippecanoe County Recorder's Office, said corner being the Northeast Corner of the West Half of Longlois Reserve; thence North 89°01'29" East 30.00 feet; thence North 0°58'31" West 40.02 feet; thence South 88°59'25" West parallel with the North Line of said Reserve 473.74 feet to the line between Sections 9 and 10, said point being the Point of Beginning of the herein-described strip; thence continuing South 88°59'25" West parallel with said North Line 1256.28 feet; thence North 01°00'35" West perpendicular to said North Line 10.00 feet; thence North 88°59'25" East parallel with said North Line 1256.28 feet to said line between Sections 9 and 10; South 01°00'35" East along said section line 10.00 feet to the Point of Beginning, containing 0.288 acres, more or less.

### Parcel B

A part of the Reservation of the two eldest children of Peter Longlois in Township Twenty-three (23) North, Range Four (4) West, described as follows:

Beginning at a point on the northern line of the West half of Longlois Reserve, said point being located South 89° 53' 00" West, 1,524.34 feet from the northeastern corner of the West half of Longlois Reserve; thence South 53° 43' 30" West, 287.85 feet; thence South 47° 50' 30" West, 152.49 feet; thence South 78° 17' 30" West, 314.12 feet; thence South 47° 36' 30" West, 141.17 feet to the eastern right of way line of the Chicago, Indianapolis, and Louisville Railroad; thence traversing the eastern right of way line of Chicago, Indianapolis, and Louisville Railroad the following two courses: North 67° 48' 36" West, 25.00 feet; thence northeasterly on a curve to the right having a central angle of 6° 03' 14", a radius of 4,374.87 feet, an arc distance of 462.25 feet to the northern line of the West half of said Longlois Reserve; thence North 89° 53' 00" East along the northern line of the West half of said Longlois Reserve, 589.60 feet to the point of beginning, containing 3.43 acres, more or less.

EXCEPTING a part of the West half of Longlois Reserve, located in Township 23 North, Range 4 West, Fairfield Township, Tippecanoe County described as follows:

Beginning at a point on the northern line of the West half of Longlois Reserve, said point being located South 89° 53' 00" West, 1,865.30 feet from the northeastern corner of the West half of Longlois Reserve; thence South 27° 40' 00" West, 104.64 feet; thence North 75° 18' 00" West, 5.38 feet; thence South 59° 42' 00" West, 10.76 feet; thence South 14° 42' 00" West 21.75 feet; thence North 76° 17' 00" West, 116.55 feet; thence North 6° 24' 00" East, 90.32 feet to the northern line of the West half of Longlois Reserve; thence North 89° 53' 00" East along the northern line of the West half of Longlois Reserve, 171.75 feet to the point of beginning, containing 0.36 of an acre, more or less.

**Parcel C**

A part of the West half of Longlois Reserve, located in Township 23 North, Range 4 West, Fairfield Township, Tippecanoe County, Indiana, described as follows:

Beginning at a point on the northern line of the West half of Longlois Reserve, said point being located South 89°-53'-00" West, 1,865.30 feet from the northeastern corner of the West half of Longlois Reserve; thence South 27°-40'-00" West, 104.64 feet; thence North 75°-18'-00" West, 5.38 feet; thence South 59°-42'-00" West, 10.76 feet; thence South 14°-42'-00" West 21.75 feet; thence North 76°-17'-00" West, 116.55 feet; thence North 06°-24'-00" East, 90.32 feet to the northern line of the West half of Longlois Reserve; thence North 89°-53'-00" East along the northern line of the West half of Longlois Reserve, 171.75 feet to the point of beginning, containing 0.36 of an acre, more or less.

ALSO, an easement for ingress and egress described as follows: An easement and right of way of sufficient width to permit passage of motor vehicles for access to the above described 0.36 of an acre tract from North Ninth Street Road, or such other public dedicated road the Grantor, or its successors in title, may from time to time determine.

(Said easement as set forth in that certain Executor's Deed dated August 24, 1979, recorded September 7, 1979, as Deed Record 79, Page 3864, from John D. Gilmore, as Executor of the Estate of Archie E. Gilmore, deceased, as Grantor; to Donal R. Chambers and D. Jane Chambers, husband and wife, as Grantees.)

**EXHIBIT B**

**Legal Description of Adjacent Property**

(See attached)

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**MONITORING WELL 24**

**MONITORING WELL EASEMENT**

A part of Longlois Reserve, Township 23 North, Range 4 West, Fairfield Township, Tippecanoe County, Indiana, being more particularly described as follows:

A 25.00-foot radius circle for a monitoring well easement whose center point is located at the Point of Terminus of the following 7 courses:

1. Commencing at a Berntsen A1NB monument found per Tippecanoe County Surveyor Section Corner ties at the Southeast Corner of the Northeast Fractional Quarter of Section 9, Township 23 North, Range 4 West;
2. South 88°59'25" West along the South Line of said Northeast Fractional Quarter, said line being also the North Line of Longlois Reserve, 1863.02 feet to the centerline of North Ninth Street Road, said point being on a non-tangent curve to the left, having a central angle of 2°04'24" and a radius of 15,236.23 feet;
3. Southwesterly along said curve an arc distance 551.32 feet (said arc being subtended by a chord having a bearing of South 14°15'49" West and a length of 551.28 feet), to the point of compound curvature of a curve to the left, having a central angle of 0°02'39" and a radius of 11,089.67 feet;
4. Southwesterly along said curve an arc distance 8.55 feet (said arc being subtended by a chord having a bearing of South 14°34'31" West and a length of 8.55 feet);
5. North 75°44'13" West 116.72 feet;
6. North 14°15'47" East 279.89 feet;
7. North 75°44'13" West 94.11 feet to the Point of Terminus.

**MONITORING WELL ACCESS EASEMENT**

A part of Longlois Reserve, Township 23 North, Range 4 West, Fairfield Township, Tippecanoe County, Indiana, being more particularly described as follows:

A strip of land 12.00 feet wide, measured 6.00 feet on each side of the following-described centerline: Commencing at a Berntsen A1NB monument found per Tippecanoe County Surveyor Section Corner ties at the Southeast Corner of the Northeast Fractional Quarter of Section 9, Township 23 North, Range 4 West; thence South 88°59'25" West along the South Line of said Northeast Fractional Quarter, said line being also the North Line of Longlois Reserve, 1863.02 feet to the centerline of North Ninth Street Road, said point being on a non-tangent curve to the left, having a central angle of 2°04'24" and a radius of 15,236.23 feet; thence Southwesterly along said curve an arc distance 551.32 feet (said arc being subtended by a chord having a bearing of South 14°15'49" West and a length of 551.28 feet) to the point of compound curvature of a curve to the left, having a central angle of 0°02'39" and a radius of 11,089.67 feet; thence Southwesterly along said curve an arc distance 8.55 feet (said arc being subtended by a chord having a bearing of South 14°34'31" West and a length of 8.55 feet) to the Point of Beginning of the herein-described centerline; thence North 75°44'13" West 116.72 feet; thence North 14°15'47" East 279.89 feet; thence North 75°44'13" West 69.11 feet to the Point of Terminus.

Side lines are to be shortened or extended to meet at angle points.

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**EXHIBIT C**

**Drawing of Adjacent Property Highlighting Area of Temporary Easement**

(See attached.)

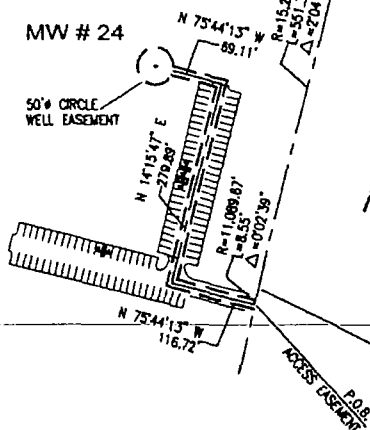
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BOARD OF COMMISSIONERS  
OF TIPPECANOE COUNTY  
AS PER PARCELIZATION  
P97-72,  
DOC. NO. 97-18651

MW # 24

50'± CIRCLE  
WELL EASEMENT



S 88°59'25" W 1883.02'

SE COR., NE FR. QTR.  
SECTION 9-23-4  
A1NB MONUMENT  
FOUND

NORTH LINE OF LONGLOIS RESERVE

TIPPECANOE SANITARY LANDFILL

ESTABLISHED &  
NORTH NINTH STREET ROAD

P.O.B.  
ACCESS EASEMENT



0 100 200 400

1 Inch = 200 Feet

John E. Fisher & Associates, P.C.  
Land Surveyors and Engineers  
1526 Main Street  
Lafayette, Indiana 47901-1810

# MONITORING WELL # 24 WELL AND ACCESS EASEMENT EXHIBIT TIPPECANOE SANITARY LANDFILL

12/21/00  
DRAWN BY RSP  
CHECK BY  
SHEET 11 OF 12  
COMB. NO. 00, 15, 2 T

Re-Rec

02001969 01/17/2002 10:57am BK: PG: 1  
PAM BERGLUND, TIPPECANOE COUNTY RECORDER  
02001000 01/09/2002 11:42am BK: PG: 1  
PAM BERGLUND, TIPPECANOE COUNTY RECORDER

TSL (Dominant Estate):

Parcel A:

Key Number: 106-06400-0042

Last Recorded Transfers:

- a. Date: May 1, 2000  
Document Number: 00009113
- b. Date: October 5, 2000  
Document Number: 00022155
- c. Date: October 24, 2000  
Document Number: 0023555

Parcel B:

Key Number.: 106-06400-0416

Last Recorded Transfer:

Date: May 1, 2000  
Document Number: 2000-9113

Parcel C:

Key Number: 106-06400-0262

Last Recorded Transfer:

Date: May 19, 2000  
Document Number: 00010482

RECEIVED FOR TAXATION  
SUBJECT TO FINAL ACCEPTANCE  
FOR TRANSFER.

*Robert A. Montoya*  
AUDITOR OF TIPPECANOE CO.  
1-17-02 wjs

DULY ENTERED FOR TAXATION  
SUBJECT TO FINAL ACCEPTANCE  
FOR TRANSFER.

JAN 09 2002

*Robert A. Montoya*  
AUDITOR OF TIPPECANOE CO.

Adjacent Property (Servient Estate):

Key Number: 106-06400-0020

Last Recorded Transfer:

Date: ~~September 9, 1997~~ September 25, 1989  
Document Number: Parcelization 97-72,  
Instrument No. 9718651- 89-132741

**EASEMENT AGREEMENT**

(Monitoring Well No. 23)

THIS EASEMENT AND ACCESS AGREEMENT (the "Easement" or "Agreement") is made and entered into as of the 18<sup>th</sup> day of December, 2001, by THE BOARD OF COMMISSIONERS OF TIPPECANOE COUNTY (the "Owner"), and TIPPECANOE COUNTY LOCAL ENVIRONMENTAL RESPONSE FINANCE BOARD (the "TERF Board").

WITNESSETH:

WHEREAS, the TERF Board owns certain property located along North Ninth Street, in Lafayette, Tippecanoe County, Indiana which is more particularly described in Exhibit A (the "TSL"), and which was previously owned and operated as the Tippecanoe County Sanitary Landfill.

WHEREAS, the Owner owns certain property adjacent to the TSL which is more particularly described in Exhibit B (the "Adjacent Property").

WHEREAS, the TSL is subject to the terms and provisions of a Notice of Entry of Consent Decree and Declaration of Restrictions and Covenants, dated November 2, 1998, recorded November 6, 1998, in the Office of the Recorder of Tippecanoe County, Indiana, as Document Number 9830064, by John D. and Linda S. Gilmore, Owners (the "Consent Decree").

WHEREAS, the TERF Board, its officers, directors, agents, representatives, overseers, employees, and contractors, and their successors and assigns (collectively, the "TERF Board"), are performing the various obligations required under the Consent Decree in connection with the closure of the TSL pursuant to the Consent Decree which include but are not limited to construction, maintenance, inspection, repair and replacement of certain monitoring facilities, lines, and systems (collectively, the "Obligations").

WHEREAS, to perform certain of the Obligations under the terms and conditions of the Consent Decree, it is necessary for the TERF Board to enter into a portion of the Owner's property adjacent to or surrounding the TSL which is more particularly shown in the drawing attached as Exhibit C (the "Temporary Easement"), and

WHEREAS, the Owner desires to grant to the TERF Board an easement over across and through the Adjacent Property for the purpose of performing the Obligations pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner and the TERF Board hereby agree as follows:

1. Easement. The Owner hereby grants to the TERF Board, its employees, representatives, contractors, agents, overseers, guests, and their successors and assigns (collectively, "Grantees"), a TEMPORARY EASEMENT over, across, under and through the Temporary Easement to perform the Obligations (including, without limitation, to install, lay, use, maintain, inspect, repair and replace monitoring facilities, lines and systems) over, across, under and through the Temporary Easement. The Owner consents to and authorizes the Grantees to enter the Adjacent Property in order to commence and conduct its Obligations under the Consent Decree (including, without limitation, drilling, boring, excavation, sampling and other subsurface activity) on the Temporary Easement.

This Grant also includes the right of ingress and egress at reasonable times upon such Adjacent Property for all purposes incidental to this Easement (including, without limitation, construction, inspection, maintenance, repair, and replacement). This Grant includes the right to spray, trim, remove any trees or other growth which may from time to time interfere or threaten to interfere with the exercise of this right granted by this Easement. It is expressly understood and agreed that no buildings, roadways, drives or other structures will be placed over or upon such Temporary Easement by Owner without the express written consent of the TERF Board.

The Grantees, at their own expense, shall be responsible for the construction, maintenance, inspection, repair and replacement of any and all facilities, lines and systems required as a part of the Obligations (including, without limitation, monitoring facilities, lines, and systems) over, across, under and through the Temporary Easement granted herein (hereinafter collectively referred to as "Grantees' Work"). Upon completion of any construction or subsequent inspection, maintenance, repair or replacement, Grantees shall restore the Temporary Easement, and grade, seed and mulch the same, closing all excavations with proper backfill and compaction, and replacing, with similar quality or better, all drive-ways, public roadways, parking areas, entrances, tiling, drainage systems, utilities, and other appurtenances on, under, through, or over the Temporary Easement owned or used by Owner, at no expense to the Owner. If Grantees' Work should require any permits or approvals from any governmental agency, Grantees shall obtain any and all permits and approvals at no expense to the Owner.

2. Term. This Easement shall terminate upon the completion of the terms and conditions of the Consent Decree. This Grant of Easement shall automatically extend for successive periods of ten years or until such time as the Indiana Department of Environmental Management, or its successor entity, determines that regulated or hazardous substances at the TSL no longer present an unacceptable risk to the public health, safety, or welfare or to the environment.

3. Exclusivity. This is a non-exclusive Grant of Easement, and the Owner herein reserves the right to grant similar easements to parties other than the Grantees.

The Grantees may assign this Easement or any rights thereunder to third parties.

4. Ownership. The undersigned Owner does hereby certify that it is the fee simple owner of said Adjacent Property and that no other persons or parties have any interest whatsoever in the title to the aforementioned Adjacent Property, and that it has the full and exclusive right to grant this Easement. The Owner reserves unto itself the ownership of said Adjacent Property, and the full and unrestricted use thereof insofar as the same does not and will not conflict with the use of the same as herein granted unto the Grantees.

5. Cooperation. The Owner will cooperate fully with the Grantees and will take all reasonable action necessary to allow the Grantees to complete the Obligations in the most expeditious manner possible.

6. Notice and Disclosure. Prior to the performance of the Obligations, the Grantees will notify the Owner of the area or areas upon which the Obligations will be conducted and will procure the services of Indiana Underground to locate subsurface utilities at or near the designated areas. The Grantees will further request and the Owner will provide the Grantees with the identity, description and location of all known subsurface facilities and obstructions at or under the designated areas. The Grantees shall have no responsibility or liability to the Owner for damages to any subsurface facilities or obstructions in the designated areas which were known by the Owner but not accurately identified, disclosed or located by the Owner.

7. Indemnification. The Grantees agree to indemnify, defend, and hold harmless Owner for any and all claims, obligations and liabilities and all costs, expenses and attorney's fees incurred, based upon or arising out of any obligation, liability, loss, damage or expense, or whatever kind or nature, contingent or otherwise, known or unknown, incurred under, or imposed by, any provision of Federal, state or local law or regulation, or common law, pertaining to health, safety or environmental protection and arising out of any act or omission by the Grantees in connection with the Construction Project on the Temporary Easement; provided, however, the above-indemnity by the Grantees shall only apply to the extent such damages are caused by the negligence or willful misconduct of the Grantees.

8. Miscellaneous:

a. Notice. Any notice, request, instruction or other document required or permitted to be given under this Agreement by a party to the Agreement will be in writing and be deemed to have been given when (i) received, if delivered and given in person, (ii) on the date of transmission if sent by telex, telecopy, or other wire transmission (provided that a copy of such transmission is simultaneously sent in a manner provided in clause (iii)), or (iii) deposited with the United States mail, postage prepaid, certified and return receipt requested, and addressed to the Seller or the Buyer, as the case may be, at the address set forth below:

Grantees: Tippecanoe County Local Environmental Response Finance Board  
c/o Anthony S. Benton, Esquire  
STUART & BRANIGIN  
P.O. Box 1010, Lafayette, IN 47902-1010

Owner: Tippecanoe County Board of Commissioners  
20 North Third Street  
Lafayette, IN 47901

or such other individual, entity, or address as a party may designate for itself by notice given as provided above.

b. Governing Law. This Agreement will be construed under and in accordance with the laws of the State of Indiana.

c. Binding Effect. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns; provided, however, that no assignment or other transfer will be made without the prior written approval of each of the parties to this Agreement.

d. Severability. If any one or more of the provisions of this Agreement, for any reason, is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision hereof, and this Agreement will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

e. Entire Agreement. This Agreement constitutes the sole, only and entire understanding and agreement of the parties hereto in respect to the transaction contemplated by this Agreement. This Agreement supersedes any prior understandings, arrangements, or written or oral agreements relating to the contemplated transaction. This Agreement is not intended to confer upon any other person any rights or remedies. This Agreement may be amended or modified, and any of the terms of this Agreement may be waived, only by a written instrument duly executed by or on behalf of Seller and Buyer.

f. Timeliness. With regard to the dates and time periods set forth or referenced in this Agreement, time is of the essence of this Agreement.

g. Attorneys Fees. In the event either party will be compelled to employ an attorney to enforce the provisions of this contract, the parties agree that the non-defaulting party will be entitled to all of his legal costs and expenses, including reasonable attorney fees, incurred thereby.

IN WITNESS WHEREOF, the TERF Board and Owner have executed this Dedication of Easement this 18<sup>th</sup> day of December, 2001.

TERF BOARD:

TIPPECANOE COUNTY LOCAL ENVIRONMENTAL  
RESPONSE FINANCE BOARD

By: Dave Heath  
Dave Heath, Chair

ATTEST:

By:

John Knochel  
John Knochel, Secretary

OWNER:

BOARD OF COMMISSIONERS OF TIPPECANOE  
COUNTY

By: Ruth E. Shedd  
Ruth Shedd, President

John Knochel  
John Knochel, Vice President

K. D. Benson  
K. D. Benson, Member

ATTEST: Robert A. Plantenga  
Robert A. Plantenga, Auditor

STATE OF INDIANA                    )  
  ) SS:  
COUNTY OF TIPPECANOE            )

Before me, the undersigned, a Notary Public for Tippecanoe County in the State of Indiana, personally appeared the Tippecanoe County Local Environmental Response Finance Board by Dave Heath and John Knochel, its Chair and Secretary respectively who on behalf of such Board acknowledged the execution of this instrument this 18<sup>th</sup> day of December, 2001.

(SEAL)



Marianne M. Owen, Notary Public,  
Resident of Tippecanoe County, IN  
Commission Exp. Dec. 7, 2007

[Signature]  
Notary Public

Printed Name

County of Residence: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

STATE OF INDIANA                    )  
  ) SS:  
COUNTY OF TIPPECANOE            )

Before me, the undersigned, a Notary Public for Tippecanoe County in the State of Indiana, personally appeared the Board of Commissioners of Tippecanoe County by Ruth Shedd, its President, John Knochel, its Vice President, K. D. Benson, its Member, and Robert A. Plantenga, its Auditor, and who on behalf of the Board of Commissioners of Tippecanoe County such acknowledges the execution of this instrument this 18<sup>th</sup> day of December, 2001.



Marianne M. Owen, Notary Public  
Resident of Tippecanoe County, IN  
Commission Exp. Dec. 7, 2007

Notary Public

Printed Name

County of Residence: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

This instrument was prepared by: Marianne Mitten Owen, Esquire, of the firm of Stuart & Branigin, The Life Building, 300 Main Street, Suite 800, Lafayette, Indiana 47902-1010. Telephone: (765) 423-1561; Facsimile: (765) 742-8175; E-mail: mmo@stuartlaw.com

258583.1

**EXHIBIT A**

**Legal Description of Tippecanoe County Sanitary Landfill**

(See attached)

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**Parcel A**

(Doc. No. 00009113 Gilmore)

A part of the Reservation of the two eldest children of Peter Longlois in Township Twenty-three (23) North, Range 4 (4) West, described as follows:

Beginning at a stone in the North line of said Reservation placed equidistant from the Northeast and Northwest corner of said Reservation; thence running South on a line dividing the share of Peter Longlois and Elizabeth Allen ninety-one (91) poles; thence West two hundred twenty seven and 60/100 (227.60) poles to the West line of said Reservation; thence North with said West line thirty and 92/100 (30.92) poles to Justice's Corner; thence East with Justice's line seventy-two and 56/100th (72.56) poles to the center of the road leading from Lafayette to Davis Ferry; thence with said Road North ten and one-half (10 ½) degrees East nineteen and 28/100 (19.28) poles; thence North eighteen (18) degrees East forty-three and 12/100 (43.12) poles to the North line of said Reservation; thence East with said North line one hundred thirty-eight and 20/100 (138.20) poles to the place of beginning containing one hundred (100) acres, more or less.

EXCEPT the right of way of C I & L Railroad and except a school lot conveyed to the Trustee of Fairfield Township by deed executed February 17, 1862 and recorded in Deed Record 172, Page 186.

EXCEPTING ALSO, fourteen (14) acres heretofore sole to Herman Bilsma and wife lying West of said Railroad as recorded in Deed Record 122, Page 145.

EXCEPTING ALSO, the tract heretofore conveyed to the Union Sandstone Brick Company which deed is recorded in Deed Record 120, Page 461.

EXCEPTING ALSO a part of the West half of Longlois Reserve, located in Township 23 North, Range 4 West, Fairfield Township, Tippecanoe County described as follows:

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Beginning at a point on the northern line of the West half of Longlois Reserve, said point being located South 89° 53' 00" West, 1,865.30 feet from the northeastern corner of the West half of Longlois Reserve; thence South 27° 40' 00" West, 104.64 feet; thence North 75° 18' 00" West, 5.38 feet; thence South 59° 42' 00" West, 10.76 feet; thence South 14° 42' 00" West 21.75 feet; thence North 76° 17' 00" West, 116.55 feet; thence North 6° 24' 00" East, 90.32 feet to the northern line of the West half of Longlois Reserve; thence North 89° 53' 00" East along the northern line of the West half of Longlois Reserve, 171.75 feet to the point of beginning, containing 0.36 of an acre, more or less.

EXCEPTING ALSO, beginning at a point on the northern line of the West Half of Longlois Reserve, said point being located South 89° 53' 00" West, 1,524.34 feet from the northeastern corner of the West Half of Longlois Reserve; thence South 53° 43' 30" West, 287.85 feet; thence South 47° 50' 30" West, 152.49 feet; thence South 78° 17' 30" West, 314.12 feet; thence South 47° 36' 30" West, 141.17 feet to the eastern right of way line of the Chicago, Indianapolis and Louisville Railroad; thence traversing the eastern right of way line of Chicago, Indianapolis, and Louisville Railroad the following two courses: North 67° 48' 36" West, 25.00 feet; thence northeasterly on a curve to the right having a central angle of 6° 03' 14", a radius of 4,374.87 feet, an arc distance of 462.25 feet to the northern line of the West Half of said Longlois Reserve; thence North 89° 53' 00" East along the northern line of the West Half of said Longlois Reserve; 589.60 feet to the point of beginning, containing 3.43 acres, more or less.

The land hereby described contains seventy-six and fifty-seven hundredths (76.57) acres, more or less.

(Doc. No. 00022155 Fairfield Builders Supply Corp.)

A strip of land 40 feet wide in part of Section 10, Township 23 North, Range 4 West of the Second Principal Meridian in Fairfield Township, Tippecanoe County, Indiana, more completely described as follows:

Beginning at the Northeast Corner of property conveyed to John D. and Linda S. Gilmore in Document Number 82-1868 as recorded in the Tippecanoe County Recorder's Office, said

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corner being the Northeast Corner of the West Half of Longlois Reserve; thence along the North Line of said Reserve South 88°59'25" West 443.72 feet to its intersection with the line between Sections 9 and 10; thence North 01°00'35" West along said section line 40.00 feet; thence North 88°59'25" East parallel with said North Line 473.74 feet; thence South 0°58'31" East 40.02 feet to the North Line of said Reserve; thence South 89°01'29" West along said North Line 30.00 feet to the Point of Beginning, containing 0.435 acres, more or less.

ALSO,

A strip of land 30 feet wide in Part of Longlois Reserve, Fairfield Township, Tippecanoe County, Indiana, more completely described as follows:

Beginning at the Northeast corner of the West Half of Longlois Reserve, said corner being also the northeast corner of property conveyed to John D. and Linda S. Gilmore in Document Number 82-1868 as recorded in the Tippecanoe County Recorder's Office; thence North 89°01'29" East 30.00 feet; thence South 0°58'31" East parallel with the east line of said Gilmore property 600.00 feet; thence South 89°01'29" West 30.00 feet to said east line; thence North 0°58'31" West along said east line 600.00 feet to the Point of Beginning, containing 0.413 acres, more or less.

ALSO,

A strip of land 40 feet wide in Part of Longlois Reserve, Fairfield Township, Tippecanoe County, Indiana, more completely described as follows:

Commencing at the Northeast Corner of the West Half of Longlois Reserve, said Corner also being the northeast corner of property conveyed to John D. and Linda S. Gilmore in Document Number 82-1868 as recorded in the Tippecanoe County Recorder's Office; thence along said Gilmore property the following two courses:

1. South 0°58'31" East 1501.50 feet;
  2. South 88°59'26" West 1000.00 feet to the Point of Beginning of the herein-described strip;
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thence South 01°00'34" East perpendicular to the south line of said Gilmore property 40.00 feet; thence South 88°59'26" West parallel with said south line 500.00 feet; thence North 01°00'34" West perpendicular to said south line 40.00 feet to the south line of said Gilmore property; thence North 88°59'26" East along said South line 500.00 feet to the Point of Beginning, containing 0.459 acres, more or less.

ALSO,

A strip of land 10 and 20 feet wide in part of Section 10, Township 23 North, Range 4 West of the Second Principal Meridian in Fairfield Township, Tippecanoe County, Indiana, more completely described as follows:

Commencing at the Northeast Corner of property conveyed to John D. and Linda S. Gilmore in Document Number 82-1868 as recorded in the Tippecanoe County Recorder's Office, said corner being the Northeast Corner of the West Half of Longlois Reserve; thence North 89°01'29" East 30.00 feet to the Point of Beginning of the herein-described strip; thence North 0°58'31" West 40.02 feet; thence South 88°59'25" West parallel with the North Line of said Reserve 473.74 feet to the line between Sections 9 and 10; thence North 01°00'35" West along said section line 10.00 feet; thence North 88°59'25" East parallel with said North Line 493.75 feet; thence South 0°58'31" East 50.03 feet to the North Line of said Reserve; thence South 89°01'29" West along said North Line 20.00 feet to the Point of Beginning, containing 0.132 acres, more or less.

ALSO,

A strip of land 20 feet wide in Part of Longlois Reserve, Fairfield Township, Tippecanoe County, Indiana, more completely described as follows:

Commencing at the Northeast Corner of the West Half of Longlois Reserve, said corner being also the northeast corner of property conveyed to John D. and Linda S. Gilmore in Document Number 82-1868 as recorded in the Tippecanoe County Recorder's Office; thence North 89°01'29" East 30.00 feet to the Point of Beginning of the herein-described strip; thence continuing North 89°01'29" East 20.00 feet; thence South 0°58'31" East parallel with the east line of said Gilmore property 600.00 feet; thence South 89°01'29" West 20.00 feet; thence North 0°58'31" West parallel with said east line 600.00 feet to the Point of Beginning, containing 0.275 acres, more or less.

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ALSO

A strip of land 10 feet wide in Part of Longlois Reserve, Fairfield Township, Tippecanoe County, Indiana, more completely described as follows:

Commencing at the Northeast Corner of the West Half of Longlois Reserve, said Corner being also the northeast corner of property conveyed to John D. and Linda S. Gilmore in Document Number 82-1868 as recorded in the Tippecanoe County Recorder's Office; thence along said Gilmore property the following two courses:

1. South 0°58'31" East 1501.50 feet;
2. South 88°59'26" West 1000.00 feet;

thence South 01°00'34" East perpendicular to the south line of said Gilmore property 40.00 feet to the Point of Beginning of the herein-described strip; thence continuing South 01°00'34" East 10.00 feet; thence South 88°59'26" West parallel with said south line 500.00 feet; thence North 01°00'34" West perpendicular to said south line 10.00 feet; thence North 88°59'26" East parallel with said south line 500.00 feet to the Point of Beginning, containing 0.115 acres, more or less.

(Doc. No. 00023555 Rafferty)

A strip of land 40 feet wide in part of Section 9, Township 23 North, Range 4 West of the Second Principal Meridian in Fairfield Township, Tippecanoe County, Indiana, more completely described as follows:

Commencing at the Northeast Corner of property conveyed to John D. and Linda S. Gilmore in Deed Record 82, Page 1868 as recorded in the Tippecanoe County Recorder's Office, said corner being the Northeast Corner of the West Half of Longlois Reserve; thence along the North Line of said Reserve South 88°59'25" West 443.72 feet to its intersection with the line between Sections 9 and 10, said point being the Point of Beginning of the herein-described strip; thence continuing South 88°59'25" West along said North Line 1256.28 feet; thence North 01°00'35" West perpendicular to

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said North Line 40.00 feet; thence North 88°59'25" East parallel with said North Line 1256.28 feet to said line between Sections 9 and 10; thence South 01°00'35" East along said section line 40.00 feet to the Point of Beginning, containing 1.154 acres, more or less.

ALSO,

A strip of land 10 feet wide in part of Section 9, Township 23 North, Range 4 West of the Second Principal Meridian in Fairfield Township, Tippecanoe County, Indiana, more completely described as follows:

Commencing at the Northeast Corner of property conveyed to John D. and Linda S. Gilmore in Deed Record 82, Page 1868 as recorded in the Tippecanoe County Recorder's Office, said corner being the Northeast Corner of the West Half of Longlois Reserve; thence North 89°01'29" East 30.00 feet; thence North 0°58'31" West 40.02 feet; thence South 88°59'25" West parallel with the North Line of said Reserve 473.74 feet to the line between Sections 9 and 10, said point being the Point of Beginning of the herein-described strip; thence continuing South 88°59'25" West parallel with said North Line 1256.28 feet; thence North 01°00'35" West perpendicular to said North Line 10.00 feet; thence North 88°59'25" East parallel with said North Line 1256.28 feet to said line between Sections 9 and 10; South 01°00'35" East along said section line 10.00 feet to the Point of Beginning, containing 0.288 acres, more or less.

**Parcel B**

A part of the Reservation of the two eldest children of Peter Longlois in Township Twenty-three (23) North, Range Four (4) West, described as follows:

Beginning at a point on the northern line of the West half of Longlois Reserve, said point being located South 89° 53' 00" West, 1,524.34 feet from the northeastern corner of the West half of Longlois Reserve; thence South 53° 43' 30" West, 287.85 feet; thence South 47° 50' 30" West, 152.49 feet; thence South 78° 17' 30" West, 314.12 feet; thence South 47° 36' 30" West, 141.17 feet to the eastern right of way line of the Chicago, Indianapolis, and Louisville Railroad; thence traversing the eastern right of way line of Chicago, Indianapolis, and Louisville Railroad the following two courses: North 67° 48' 36" West, 25.00 feet; thence northeasterly on a curve to the right having a central angle of 6° 03' 14", a radius of 4,374.87 feet, an arc distance of 462.25 feet to the northern line of the West half of said Longlois Reserve; thence North 89° 53' 00" East along the northern line of the West half of said Longlois Reserve, 589.60 feet to the point of beginning, containing 3.43 acres, more or less.

EXCEPTING a part of the West half of Longlois Reserve, located in Township 23 North, Range 4 West, Fairfield Township, Tippecanoe County described as follows:

Beginning at a point on the northern line of the West half of Longlois Reserve, said point being located South 89° 53' 00" West, 1,865.30 feet from the northeastern corner of the West half of Longlois Reserve; thence South 27° 40' 00" West, 104.64 feet; thence North 75° 18' 00" West, 5.38 feet; thence South 59° 42' 00" West, 10.76 feet; thence South 14° 42' 00" West 21.75 feet; thence North 76° 17' 00" West, 116.55 feet; thence North 6° 24' 00" East, 90.32 feet to the northern line of the West half of Longlois Reserve; thence North 89° 53' 00" East along the northern line of the West half of Longlois Reserve, 171.75 feet to the point of beginning, containing 0.36 of an acre, more or less.

**Parcel C**

A part of the West half of Longlois Reserve, located in Township 23 North, Range 4 West, Fairfield Township, Tippecanoe County, Indiana, described as follows:

Beginning at a point on the northern line of the West half of Longlois Reserve, said point being located South 89°-53'-00" West, 1,865.30 feet from the northeastern corner of the West half of Longlois Reserve; thence South 27°-40'-00" West, 104.64 feet; thence North 75°-18'-00" West, 5.38 feet; thence South 59°-42'-00" West, 10.76 feet; thence South 14°-42'-00" West 21.75 feet; thence North 76°-17'-00" West, 116.55 feet; thence North 06°-24'-00" East, 90.32 feet to the northern line of the West half of Longlois Reserve; thence North 89°-53'-00" East along the northern line of the West half of Longlois Reserve, 171.75 feet to the point of beginning, containing 0.36 of an acre, more or less.

ALSO, an easement for ingress and egress described as follows: An easement and right of way of sufficient width to permit passage of motor vehicles for access to the above described 0.36 of an acre tract from North Ninth Street Road, or such other public dedicated road the Grantor, or its successors in title, may from time to time determine.

(Said easement as set forth in that certain Executor's Deed dated August 24, 1979, recorded September 7, 1979, as Deed Record 79, Page 3864, from John D. Gilmore, as Executor of the Estate of Archie E. Gilmore, deceased, as Grantor; to Donal R. Chambers and D. Jane Chambers, husband and wife, as Grantees.)

**EXHIBIT B**

**Legal Description of Adjacent Property**

(See attached)

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MONITORING WELL 23

MONITORING WELL EASEMENT

A part of Longlois Reserve, Township 23 North, Range 4 West, Fairfield Township, Tippecanoe County, Indiana, being more particularly described as follows:

A 25.00-foot radius circle for a monitoring well easement whose center point is located at the Point of Terminus of the following 6 courses:

1. Commencing at a Berntsen A1NB monument found per Tippecanoe County Surveyor Section Corner ties at the Southeast Corner of the Northeast Fractional Quarter of Section 9, Township 23 North, Range 4 West;
2. South 88°59'25" West along the South Line of said Northeast Fractional Quarter, said line being also the North Line of Longlois Reserve, 1863.02 feet to the centerline of North Ninth Street Road, said point being on a non-tangent curve to the left, having a central angle of 2°04'24" and a radius of 15,236.23 feet;
3. Southwesterly along said curve an arc distance 551.32 feet (said arc being subtended by a chord having a bearing of South 14°15'49" West and a length of 551.28 feet) to the point of compound curvature of a curve to the left, having a central angle of 0°02'39" and a radius of 11,089.67 feet;
4. Southwesterly along said curve an arc distance 8.55 feet (said arc being subtended by a chord having a bearing of South 14°34'31" West and a length of 8.55 feet);
5. North 75°44'13" West 74.67 feet;
6. South 14°15'47" West 32.89 feet to the Point of Terminus.

MONITORING WELL ACCESS EASEMENT

A part of Longlois Reserve, Township 23 North, Range 4 West, Fairfield Township, Tippecanoe County, Indiana, being more particularly described as follows:

A strip of land 12.00 feet wide, measured 6.00 feet on each side of the following-described centerline: Commencing at a Berntsen A1NB monument found per Tippecanoe County Surveyor Section Corner ties at the Southeast Corner of the Northeast Fractional Quarter of Section 9, Township 23 North, Range 4 West; thence South 88°59'25" West along the South Line of said Northeast Fractional Quarter, said line being also the North Line of Longlois Reserve, 1863.02 feet to the centerline of North Ninth Street Road, said point being on a non-tangent curve to the left, having a central angle of 2°04'24" and a radius of 15,236.23 feet; thence Southwesterly along said curve an arc distance 551.32 feet (said arc being subtended by a chord having a bearing of South 14°15'49" West and a length of 551.28 feet) to the point of compound curvature of a curve to the left, having a central angle of 0°02'39" and a radius of 11,089.67 feet; thence Southwesterly along said curve an arc distance 8.55 feet (said arc being subtended by a chord having a bearing of South 14°34'31" West and a length of 8.55 feet) to the Point of Beginning of the herein-described centerline; thence North 75°44'13" West 74.67 feet; thence South 14°15'47" West 7.89 feet to the Point of Terminus.

Side lines are to be shortened or extended to meet at angle points.

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**EXHIBIT C**

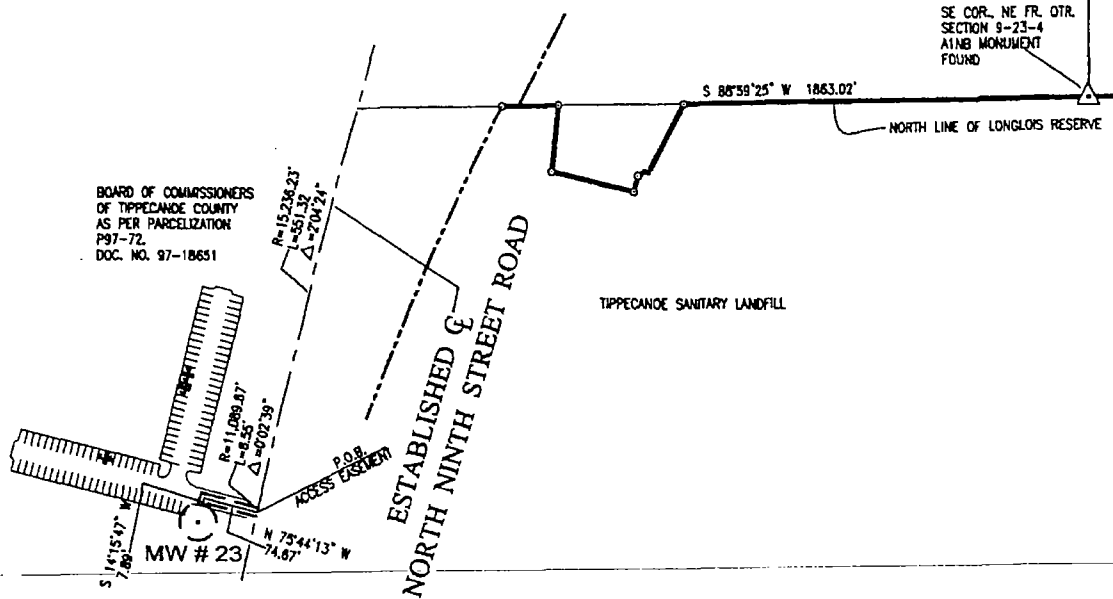
**Drawing of Adjacent Property Highlighting Area of Temporary Easement**

(See attached.)

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BOARD OF COMMISSIONERS  
OF TIPPECANOE COUNTY  
AS PER PARCELIZATION  
P97-72  
DOC. NO. 97-18651



0 100 200 400

1 Inch = 200 Feet

John E. Fisher & Associates, P.C.  
Land Surveyors and Engineers  
1526 Main Street  
Lafayette, Indiana 47901-1810

# MONITORING WELL # 23 WELL AND ACCESS EASEMENT EXHIBIT TIPPECANOE SANITARY LANDFILL

12/21/00  
DRAWN BY RSP  
CHECK BY  
SHEET 10 OF 12  
COM. NO. 00.15.2 T

TSL (Dominant Estate):

Parcel A:

Key Number: 106-06400-0042

Last Recorded Transfers:

- a. Date: May 1, 2000  
Document Number: 00009113
- b. Date: October 5, 2000  
Document Number: 00022155
- c. Date: October 24, 2000  
Document Number: 0023555

Parcel B:

Key Number.: 106-06400-0416

Last Recorded Transfer:

Date: May 1, 2000  
Document Number: 2000-9113

Parcel C:

Key Number: 106-06400-0262

Last Recorded Transfer:

Date: May 19, 2000  
Document Number: 00010482

DULY ENTERED FOR TAXATION  
SUBJECT TO FINAL ACCEPTANCE  
FOR TRANSFER.

JAN 09 2002

  
AUDITOR OF TIPPECANOE CO.

Adjacent Property (Servient Estate):

Key Number: 106-06400-0020

Last Recorded Transfer:

Date: September 9, 1997  
Document Number: Parcelization 97-72,  
Instrument No. 9718651

**EASEMENT AGREEMENT**

(Monitoring Well No. 23)

THIS EASEMENT AND ACCESS AGREEMENT (the "Easement" or "Agreement") is made and entered into as of the 18<sup>th</sup> day of December, 2001, by THE BOARD OF COMMISSIONERS OF TIPPECANOE COUNTY (the "Owner"), and TIPPECANOE COUNTY LOCAL ENVIRONMENTAL RESPONSE FINANCE BOARD (the "TERF Board").

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WITNESSETH:

WHEREAS, the TERF Board owns certain property located along North Ninth Street, in Lafayette, Tippecanoe County, Indiana which is more particularly described in Exhibit A (the "TSL"), and which was previously owned and operated as the Tippecanoe County Sanitary Landfill.

WHEREAS, the Owner owns certain property adjacent to the TSL which is more particularly described in Exhibit B (the "Adjacent Property").

WHEREAS, the TSL is subject to the terms and provisions of a Notice of Entry of Consent Decree and Declaration of Restrictions and Covenants, dated November 2, 1998, recorded November 6, 1998, in the Office of the Recorder of Tippecanoe County, Indiana, as Document Number 9830064, by John D. and Linda S. Gilmore, Owners (the "Consent Decree").

WHEREAS, the TERF Board, its officers, directors, agents, representatives, overseers, employees, and contractors, and their successors and assigns (collectively, the "TERF Board"), are performing the various obligations required under the Consent Decree in connection with the closure of the TSL pursuant to the Consent Decree which include but are not limited to construction, maintenance, inspection, repair and replacement of certain monitoring facilities, lines, and systems (collectively, the "Obligations").

WHEREAS, to perform certain of the Obligations under the terms and conditions of the Consent Decree, it is necessary for the TERF Board to enter into a portion of the Owner's property adjacent to or surrounding the TSL which is more particularly shown in the drawing attached as Exhibit C (the "Temporary Easement"), and

WHEREAS, the Owner desires to grant to the TERF Board an easement over across and through the Adjacent Property for the purpose of performing the Obligations pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner and the TERF Board hereby agree as follows:

1. Easement. The Owner hereby grants to the TERF Board, its employees, representatives, contractors, agents, overseers, guests, and their successors and assigns (collectively, "Grantees"), a TEMPORARY EASEMENT over, across, under and through the Temporary Easement to perform the Obligations (including, without limitation, to install, lay, use, maintain, inspect, repair and replace monitoring facilities, lines and systems) over, across, under and through the Temporary Easement. The Owner consents to and authorizes the Grantees to enter the Adjacent Property in order to commence and conduct its Obligations under the Consent Decree (including, without limitation, drilling, boring, excavation, sampling and other subsurface activity) on the Temporary Easement.

This Grant also includes the right of ingress and egress at reasonable times upon such Adjacent Property for all purposes incidental to this Easement (including, without limitation, construction, inspection, maintenance, repair, and replacement). This Grant includes the right to spray, trim, remove any trees or other growth which may from time to time interfere or threaten to interfere with the exercise of this right granted by this Easement. It is expressly understood and agreed that no buildings, roadways, drives or other structures will be placed over or upon such Temporary Easement by Owner without the express written consent of the TERF Board.

The Grantees, at their own expense, shall be responsible for the construction, maintenance, inspection, repair and replacement of any and all facilities, lines and systems required as a part of the Obligations (including, without limitation, monitoring facilities, lines, and systems) over, across, under and through the Temporary Easement granted herein (hereinafter collectively referred to as "Grantees' Work"). Upon completion of any construction or subsequent inspection, maintenance, repair or replacement, Grantees shall restore the Temporary Easement, and grade, seed and mulch the same, closing all excavations with proper backfill and compaction, and replacing, with similar quality or better, all drive-ways, public roadways, parking areas, entrances, tiling, drainage systems, utilities, and other appurtenances on, under, through, or over the Temporary Easement owned or used by Owner, at no expense to the Owner. If Grantees' Work should require any permits or approvals from any governmental agency, Grantees shall obtain any and all permits and approvals at no expense to the Owner.

2. Term. This Easement shall terminate upon the completion of the terms and conditions of the Consent Decree. This Grant of Easement shall automatically extend for successive periods of ten years or until such time as the Indiana Department of Environmental Management, or its successor entity, determines that regulated or hazardous substances at the TSL no longer present an unacceptable risk to the public health, safety, or welfare or to the environment.

3. Exclusivity. This is a non-exclusive Grant of Easement, and the Owner herein reserves the right to grant similar easements to parties other than the Grantees.

The Grantees may assign this Easement or any rights thereunder to third parties.

4. Ownership. The undersigned Owner does hereby certify that it is the fee simple owner of said Adjacent Property and that no other persons or parties have any interest whatsoever in the title to the aforementioned Adjacent Property, and that it has the full and exclusive right to grant this Easement. The Owner reserves unto itself the ownership of said Adjacent Property, and the full and unrestricted use thereof insofar as the same does not and will not conflict with the use of the same as herein granted unto the Grantees.

5. Cooperation. The Owner will cooperate fully with the Grantees and will take all reasonable action necessary to allow the Grantees to complete the Obligations in the most expeditious manner possible.

6. Notice and Disclosure. Prior to the performance of the Obligations, the Grantees will notify the Owner of the area or areas upon which the Obligations will be conducted and will procure the services of Indiana Underground to locate subsurface utilities at or near the designated areas. The Grantees will further request and the Owner will provide the Grantees with the identity, description and location of all known subsurface facilities and obstructions at or under the designated areas. The Grantees shall have no responsibility or liability to the Owner for damages to any subsurface facilities or obstructions in the designated areas which were known by the Owner but not accurately identified, disclosed or located by the Owner.

7. Indemnification. The Grantees agree to indemnify, defend, and hold harmless Owner for any and all claims, obligations and liabilities and all costs, expenses and attorney's fees incurred, based upon or arising out of any obligation, liability, loss, damage or expense, or whatever kind or nature, contingent or otherwise, known or unknown, incurred under, or imposed by, any provision of Federal, state or local law or regulation, or common law, pertaining to health, safety or environmental protection and arising out of any act or omission by the Grantees in connection with the Construction Project on the Temporary Easement; provided, however, the above-indemnity by the Grantees shall only apply to the extent such damages are caused by the negligence or willful misconduct of the Grantees.

8. Miscellaneous:

a. Notice. Any notice, request, instruction or other document required or permitted to be given under this Agreement by a party to the Agreement will be in writing and be deemed to have been given when (i) received, if delivered and given in person, (ii) on the date of transmission if sent by telex, telecopy, or other wire transmission (provided that a copy of such transmission is simultaneously sent in a manner provided in clause (iii)), or (iii) deposited with the United States mail, postage prepaid, certified and return receipt requested, and addressed to the Seller or the Buyer, as the case may be, at the address set forth below:

Grantees: Tippecanoe County Local Environmental Response Finance Board  
c/o Anthony S. Benton, Esquire  
STUART & BRANIGIN  
P.O. Box 1010, Lafayette, IN 47902-1010

Owner: Tippecanoe County Board of Commissioners  
20 North Third Street  
Lafayette, IN 47901

or such other individual, entity, or address as a party may designate for itself by notice given as provided above.

b. Governing Law. This Agreement will be construed under and in accordance with the laws of the State of Indiana.

c. Binding Effect. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns; provided, however, that no assignment or other transfer will be made without the prior written approval of each of the parties to this Agreement.

d. Severability. If any one or more of the provisions of this Agreement, for any reason, is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision hereof, and this Agreement will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

e. Entire Agreement. This Agreement constitutes the sole, only and entire understanding and agreement of the parties hereto in respect to the transaction contemplated by this Agreement. This Agreement supersedes any prior understandings, arrangements, or written or oral agreements relating to the contemplated transaction. This Agreement is not intended to confer upon any other person any rights or remedies. This Agreement may be amended or modified, and any of the terms of this Agreement may be waived, only by a written instrument duly executed by or on behalf of Seller and Buyer.

f. Timeliness. With regard to the dates and time periods set forth or referenced in this Agreement, time is of the essence of this Agreement.

g. Attorneys Fees. In the event either party will be compelled to employ an attorney to enforce the provisions of this contract, the parties agree that the non-defaulting party will be entitled to all of his legal costs and expenses, including reasonable attorney fees, incurred thereby.

IN WITNESS WHEREOF, the TERF Board and Owner have executed this Dedication of Easement this 18<sup>th</sup> day of December, 2001.

TERF BOARD:

TIPPECANOE COUNTY LOCAL ENVIRONMENTAL  
RESPONSE FINANCE BOARD

By: Dave Heath  
Dave Heath, Chair

ATTEST:

By:

John Knoedel  
John Knoedel, Secretary

OWNER:

BOARD OF COMMISSIONERS OF TIPPECANOE  
COUNTY

By: Ruth E. Shedd  
Ruth Shedd, President

John Knochel  
John Knochel, Vice President

K.D. Benson  
K. D. Benson, Member

ATTEST: Robert A. Plantenga  
Robert A. Plantenga, Auditor

STATE OF INDIANA            )  
                                      ) SS:  
COUNTY OF TIPPECANOE    )

Before me, the undersigned, a Notary Public for Tippecanoe County in the State of Indiana, personally appeared the Tippecanoe County Local Environmental Response Finance Board by Dave Heath and John Knochel, its Chair and Secretary respectively who on behalf of such Board acknowledged the execution of this instrument this 18<sup>th</sup> day of December, 2001.

(SEAL)



Marianne M. Owen, Notary Public  
Resident of Tippecanoe County, IN  
Commission Exp. Dec. 7, 2007

[Signature]  
Notary Public

Printed Name

County of Residence: \_\_\_\_\_

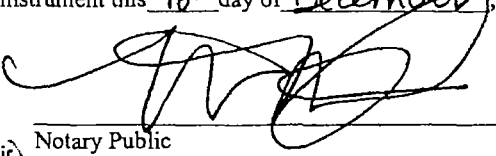
My Commission Expires: \_\_\_\_\_

STATE OF INDIANA                    )  
  ) SS:  
COUNTY OF TIPPECANOE            )

Before me, the undersigned, a Notary Public for Tippecanoe County in the State of Indiana, personally appeared the Board of Commissioners of Tippecanoe County by Ruth Shedd, its President, John Knochel, its Vice President, K. D. Benson, its Member, and Robert A. Plantenga, its Auditor, and who on behalf of the Board of Commissioners of Tippecanoe County such acknowledges the execution of this instrument this 18<sup>th</sup> day of December, 2001.



Marianne M. Owen, Notary Public,  
Resident of Tippecanoe County, IN  
Commission Exp. Dec. 7, 2007

  
\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Printed Name

County of Residence: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

This instrument was prepared by: Marianne Mitten Owen, Esquire, of the firm of Stuart & Branigin, The Life Building, 300 Main Street, Suite 800, Lafayette, Indiana 47902-1010.  
Telephone: (765) 423-1561; Facsimile: (765) 742-8175; E-mail: mmo@stuartlaw.com

258583.1

**EXHIBIT A**

**Legal Description of Tippecanoe County Sanitary Landfill**

(See attached)

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**Parcel A**

(Doc. No. 00009113 Gilmore)

A part of the Reservation of the two eldest children of Peter Longlois in Township Twenty-three (23) North, Range 4 (4) West, described as follows:

Beginning at a stone in the North line of said Reservation placed equidistant from the Northeast and Northwest corner of said Reservation; thence running South on a line dividing the share of Peter Longlois and Elizabeth Allen ninety-one (91) poles; thence West two hundred twenty seven and 60/100 (227.60) poles to the West line of said Reservation; thence North with said West line thirty and 92/100 (30.92) poles to Justice's Corner; thence East with Justice's line seventy-two and 56/100th (72.56) poles to the center of the road leading from Lafayette to Davis Ferry; thence with said Road North ten and one-half (10 ½) degrees East nineteen and 28/100 (19.28) poles; thence North eighteen (18) degrees East forty-three and 12/100 (43.12) poles to the North line of said Reservation; thence East with said North line one hundred thirty-eight and 20/100 (138.20) poles to the place of beginning containing one hundred (100) acres, more or less.

EXCEPT the right of way of C I & L Railroad and except a school lot conveyed to the Trustee of Fairfield Township by deed executed February 17, 1862 and recorded in Deed Record 172, Page 186.

EXCEPTING ALSO, fourteen (14) acres heretofore sole to Herman Bilsma and wife lying West of said Railroad as recorded in Deed Record 122, Page 145.

EXCEPTING ALSO, the tract heretofore conveyed to the Union Sandstone Brick Company which deed is recorded in Deed Record 120, Page 461.

EXCEPTING ALSO a part of the West half of Longlois Reserve, located in Township 23 North, Range 4 West, Fairfield Township, Tippecanoe County described as follows:

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Beginning at a point on the northern line of the West half of Longlois Reserve, said point being located South 89° 53' 00" West, 1,865.30 feet from the northeastern corner of the West half of Longlois Reserve; thence South 27° 40' 00" West, 104.64 feet; thence North 75° 18' 00" West, 5.38 feet; thence South 59° 42' 00" West, 10.76 feet; thence South 14° 42' 00" West 21.75 feet; thence North 76° 17' 00" West, 116.55 feet; thence North 6° 24' 00" East, 90.32 feet to the northern line of the West half of Longlois Reserve; thence North 89° 53' 00" East along the northern line of the West half of Longlois Reserve, 171.75 feet to the point of beginning, containing 0.36 of an acre, more or less.

EXCEPTING ALSO, beginning at a point on the northern line of the West Half of Longlois Reserve, said point being located South 89° 53' 00" West, 1,524.34 feet from the northeastern corner of the West Half of Longlois Reserve; thence South 53° 43' 30" West, 287.85 feet; thence South 47° 50' 30" West, 152.49 feet; thence South 78° 17' 30" West, 314.12 feet; thence South 47° 36' 30" West, 141.17 feet to the eastern right of way line of the Chicago, Indianapolis and Louisville Railroad; thence traversing the eastern right of way line of Chicago, Indianapolis, and Louisville Railroad the following two courses: North 67° 48' 36" West, 25.00 feet; thence northeasterly on a curve to the right having a central angle of 6° 03' 14", a radius of 4,374.87 feet, an arc distance of 462.25 feet to the northern line of the West Half of said Longlois Reserve; thence North 89° 53' 00" East along the northern line of the West Half of said Longlois Reserve; 589.60 feet to the point of beginning, containing 3.43 acres, more or less.

The land hereby described contains seventy-six and fifty-seven hundredths (76.57) acres, more or less.

(Doc. No. 00022155 Fairfield Builders Supply Corp.)

A strip of land 40 feet wide in part of Section 10, Township 23 North, Range 4 West of the Second Principal Meridian in Fairfield Township, Tippecanoe County, Indiana, more completely described as follows:

Beginning at the Northeast Corner of property conveyed to John D. and Linda S. Gilmore in Document Number 82-1868 as recorded in the Tippecanoe County Recorder's Office, said

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corner being the Northeast Corner of the West Half of Longlois Reserve; thence along the North Line of said Reserve South 88°59'25" West 443.72 feet to its intersection with the line between Sections 9 and 10; thence North 01°00'35" West along said section line 40.00 feet; thence North 88°59'25" East parallel with said North Line 473.74 feet; thence South 0°58'31" East 40.02 feet to the North Line of said Reserve; thence South 89°01'29" West along said North Line 30.00 feet to the Point of Beginning, containing 0.435 acres, more or less.

ALSO,

A strip of land 30 feet wide in Part of Longlois Reserve, Fairfield Township, Tippecanoe County, Indiana, more completely described as follows:

Beginning at the Northeast corner of the West Half of Longlois Reserve, said corner being also the northeast corner of property conveyed to John D. and Linda S. Gilmore in Document Number 82-1868 as recorded in the Tippecanoe County Recorder's Office; thence North 89°01'29" East 30.00 feet; thence South 0°58'31" East parallel with the east line of said Gilmore property 600.00 feet; thence South 89°01'29" West 30.00 feet to said east line; thence North 0°58'31" West along said east line 600.00 feet to the Point of Beginning, containing 0.413 acres, more or less.

ALSO,

A strip of land 40 feet wide in Part of Longlois Reserve, Fairfield Township, Tippecanoe County, Indiana, more completely described as follows:

Commencing at the Northeast Corner of the West Half of Longlois Reserve, said Corner also being the northeast corner of property conveyed to John D. and Linda S. Gilmore in Document Number 82-1868 as recorded in the Tippecanoe County Recorder's Office; thence along said Gilmore property the following two courses:

1. South 0°58'31" East 1501.50 feet;
  2. South 88°59'26" West 1000.00 feet to the Point of Beginning of the herein-described strip;
-

thence South 01°00'34" East perpendicular to the south line of said Gilmore property 40.00 feet; thence South 88°59'26" West parallel with said south line 500.00 feet; thence North 01°00'34" West perpendicular to said south line 40.00 feet to the south line of said Gilmore property; thence North 88°59'26" East along said South line 500.00 feet to the Point of Beginning, containing 0.459 acres, more or less.

ALSO,

A strip of land 10 and 20 feet wide in part of Section 10, Township 23 North, Range 4 West of the Second Principal Meridian in Fairfield Township, Tippecanoe County, Indiana, more completely described as follows:

Commencing at the Northeast Corner of property conveyed to John D. and Linda S. Gilmore in Document Number 82-1868 as recorded in the Tippecanoe County Recorder's Office, said corner being the Northeast Corner of the West Half of Longlois Reserve; thence North 89°01'29" East 30.00 feet to the Point of Beginning of the herein-described strip; thence North 0°58'31" West 40.02 feet; thence South 88°59'25" West parallel with the North Line of said Reserve 473.74 feet to the line between Sections 9 and 10; thence North 01°00'35" West along said section line 10.00 feet; thence North 88°59'25" East parallel with said North Line 493.75 feet; thence South 0°58'31" East 50.03 feet to the North Line of said Reserve; thence South 89°01'29" West along said North Line 20.00 feet to the Point of Beginning, containing 0.132 acres, more or less.

ALSO,

A strip of land 20 feet wide in Part of Longlois Reserve, Fairfield Township, Tippecanoe County, Indiana, more completely described as follows:

Commencing at the Northeast Corner of the West Half of Longlois Reserve, said corner being also the northeast corner of property conveyed to John D. and Linda S. Gilmore in Document Number 82-1868 as recorded in the Tippecanoe County Recorder's Office; thence North 89°01'29" East 30.00 feet to the Point of Beginning of the herein-described strip; thence continuing North 89°01'29" East 20.00 feet; thence South 0°58'31" East parallel with the east line of said Gilmore property 600.00 feet; thence South 89°01'29" West 20.00 feet; thence North 0°58'31" West parallel with said east line 600.00 feet to the Point of Beginning, containing 0.275 acres, more or less.

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ALSO

A strip of land 10 feet wide in Part of Longlois Reserve, Fairfield Township, Tippecanoe County, Indiana, more completely described as follows:

Commencing at the Northeast Corner of the West Half of Longlois Reserve, said Corner being also the northeast corner of property conveyed to John D. and Linda S. Gilmore in Document Number 82-1868 as recorded in the Tippecanoe County Recorder's Office; thence along said Gilmore property the following two courses:

1. South 0°58'31" East 1501.50 feet;
2. South 88°59'26" West 1000.00 feet;

thence South 01°00'34" East perpendicular to the south line of said Gilmore property 40.00 feet to the Point of Beginning of the herein-described strip; thence continuing South 01°00'34" East 10.00 feet; thence South 88°59'26" West parallel with said south line 500.00 feet; thence North 01°00'34" West perpendicular to said south line 10.00 feet; thence North 88°59'26" East parallel with said south line 500.00 feet to the Point of Beginning, containing 0.115 acres, more or less.

(Doc. No. 00023555 Rafferty)

A strip of land 40 feet wide in part of Section 9, Township 23 North, Range 4 West of the Second Principal Meridian in Fairfield Township, Tippecanoe County, Indiana, more completely described as follows:

Commencing at the Northeast Corner of property conveyed to John D. and Linda S. Gilmore in Deed Record 82, Page 1868 as recorded in the Tippecanoe County Recorder's Office, said corner being the Northeast Corner of the West Half of Longlois Reserve; thence along the North Line of said Reserve South 88°59'25" West 443.72 feet to its intersection with the line between Sections 9 and 10, said point being the Point of Beginning of the herein-described strip; thence continuing South 88°59'25" West along said North Line 1256.28 feet; thence North 01°00'35" West perpendicular to

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said North Line 40.00 feet; thence North 88°59'25" East parallel with said North Line 1256.28 feet to said line between Sections 9 and 10; thence South 01°00'35" East along said section line 40.00 feet to the Point of Beginning, containing 1.154 acres, more or less.

ALSO,

A strip of land 10 feet wide in part of Section 9, Township 23 North, Range 4 West of the Second Principal Meridian in Fairfield Township, Tippecanoe County, Indiana, more completely described as follows:

Commencing at the Northeast Corner of property conveyed to John D. and Linda S. Gilmore in Deed Record 82, Page 1868 as recorded in the Tippecanoe County Recorder's Office, said corner being the Northeast Corner of the West Half of Longlois Reserve; thence North 89°01'29" East 30.00 feet; thence North 0°58'31" West 40.02 feet; thence South 88°59'25" West parallel with the North Line of said Reserve 473.74 feet to the line between Sections 9 and 10, said point being the Point of Beginning of the herein-described strip; thence continuing South 88°59'25" West parallel with said North Line 1256.28 feet; thence North 01°00'35" West perpendicular to said North Line 10.00 feet; thence North 88°59'25" East parallel with said North Line 1256.28 feet to said line between Sections 9 and 10; South 01°00'35" East along said section line 10.00 feet to the Point of Beginning, containing 0.288 acres, more or less.

**Parcel B**

A part of the Reservation of the two eldest children of Peter Longlois in Township Twenty-three (23) North, Range Four (4) West, described as follows:

Beginning at a point on the northern line of the West half of Longlois Reserve, said point being located South 89° 53' 00" West, 1,524.34 feet from the northeastern corner of the West half of Longlois Reserve; thence South 53° 43' 30" West, 287.85 feet; thence South 47° 50' 30" West, 152.49 feet; thence South 78° 17' 30" West, 314.12 feet; thence South 47° 36' 30" West, 141.17 feet to the eastern right of way line of the Chicago, Indianapolis, and Louisville Railroad; thence traversing the eastern right of way line of Chicago, Indianapolis, and Louisville Railroad the following two courses: North 67° 48' 36" West, 25.00 feet; thence northeasterly on a curve to the right having a central angle of 6° 03' 14", a radius of 4,374.87 feet, an arc distance of 462.25 feet to the northern line of the West half of said Longlois Reserve; thence North 89° 53' 00" East along the northern line of the West half of said Longlois Reserve, 589.60 feet to the point of beginning, containing 3.43 acres, more or less.

EXCEPTING a part of the West half of Longlois Reserve, located in Township 23 North, Range 4 West, Fairfield Township, Tippecanoe County described as follows:

Beginning at a point on the northern line of the West half of Longlois Reserve, said point being located South 89° 53' 00" West, 1,865.30 feet from the northeastern corner of the West half of Longlois Reserve; thence South 27° 40' 00" West, 104.64 feet; thence North 75° 18' 00" West, 5.38 feet; thence South 59° 42' 00" West, 10.76 feet; thence South 14° 42' 00" West 21.75 feet; thence North 76° 17' 00" West, 116.55 feet; thence North 6° 24' 00" East, 90.32 feet to the northern line of the West half of Longlois Reserve; thence North 89° 53' 00" East along the northern line of the West half of Longlois Reserve, 171.75 feet to the point of beginning, containing 0.36 of an acre, more or less.

**Parcel C**

A part of the West half of Longlois Reserve, located in Township 23 North, Range 4 West, Fairfield Township, Tippecanoe County, Indiana, described as follows:

Beginning at a point on the northern line of the West half of Longlois Reserve, said point being located South 89°-53'-00" West, 1,865.30 feet from the northeastern corner of the West half of Longlois Reserve; thence South 27°-40'-00" West, 104.64 feet; thence North 75°-18'-00" West, 5.38 feet; thence South 59°-42'-00" West, 10.76 feet; thence South 14°-42'-00" West 21.75 feet; thence North 76°-17'-00" West, 116.55 feet; thence North 06°-24'-00" East, 90.32 feet to the northern line of the West half of Longlois Reserve; thence North 89°-53'-00" East along the northern line of the West half of Longlois Reserve, 171.75 feet to the point of beginning, containing 0.36 of an acre, more or less.

ALSO, an easement for ingress and egress described as follows: An easement and right of way of sufficient width to permit passage of motor vehicles for access to the above described 0.36 of an acre tract from North Ninth Street Road, or such other public dedicated road the Grantor, or its successors in title, may from time to time determine.

(Said easement as set forth in that certain Executor's Deed dated August 24, 1979, recorded September 7, 1979, as Deed Record 79, Page 3864, from John D. Gilmore, as Executor of the Estate of Archie E. Gilmore, deceased, as Grantor; to Donal R. Chambers and D. Jane Chambers, husband and wife, as Grantees.)

**EXHIBIT B**

**Legal Description of Adjacent Property**

(See attached)

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MONITORING WELL 23

MONITORING WELL EASEMENT

A part of Longlois Reserve, Township 23 North, Range 4 West, Fairfield Township, Tippecanoe County, Indiana, being more particularly described as follows:

A 25.00-foot radius circle for a monitoring well easement whose center point is located at the Point of Terminus of the following 6 courses:

1. Commencing at a Berntsen A1NB monument found per Tippecanoe County Surveyor Section Corner ties at the Southeast Corner of the Northeast Fractional Quarter of Section 9, Township 23 North, Range 4 West;
2. South 88°59'25" West along the South Line of said Northeast Fractional Quarter, said line being also the North Line of Longlois Reserve, 1863.02 feet to the centerline of North Ninth Street Road, said point being on a non-tangent curve to the left, having a central angle of 2°04'24" and a radius of 15,236.23 feet;
3. Southwesterly along said curve an arc distance 551.32 feet (said arc being subtended by a chord having a bearing of South 14°15'49" West and a length of 551.28 feet) to the point of compound curvature of a curve to the left, having a central angle of 0°02'39" and a radius of 11,089.67 feet;
4. Southwesterly along said curve an arc distance 8.55 feet (said arc being subtended by a chord having a bearing of South 14°34'31" West and a length of 8.55 feet);
5. North 75°44'13" West 74.67 feet;
6. South 14°15'47" West 32.89 feet to the Point of Terminus.

MONITORING WELL ACCESS EASEMENT

A part of Longlois Reserve, Township 23 North, Range 4 West, Fairfield Township, Tippecanoe County, Indiana, being more particularly described as follows:

A strip of land 12.00 feet wide, measured 6.00 feet on each side of the following-described centerline: Commencing at a Berntsen A1NB monument found per Tippecanoe County Surveyor Section Corner ties at the Southeast Corner of the Northeast Fractional Quarter of Section 9, Township 23 North, Range 4 West; thence South 88°59'25" West along the South Line of said Northeast Fractional Quarter, said line being also the North Line of Longlois Reserve, 1863.02 feet to the centerline of North Ninth Street Road, said point being on a non-tangent curve to the left, having a central angle of 2°04'24" and a radius of 15,236.23 feet; thence Southwesterly along said curve an arc distance 551.32 feet (said arc being subtended by a chord having a bearing of South 14°15'49" West and a length of 551.28 feet) to the point of compound curvature of a curve to the left, having a central angle of 0°02'39" and a radius of 11,089.67 feet; thence Southwesterly along said curve an arc distance 8.55 feet (said arc being subtended by a chord having a bearing of South 14°34'31" West and a length of 8.55 feet) to the Point of Beginning of the herein-described centerline; thence North 75°44'13" West 74.67 feet; thence South 14°15'47" West 7.89 feet to the Point of Terminus.

Side lines are to be shortened or extended to meet at angle points.

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**EXHIBIT C**

**Drawing of Adjacent Property Highlighting Area of Temporary Easement**

(See attached.)

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BOARD OF COMMISSIONERS  
OF TIPPECANOE COUNTY  
AS PER PARCELIZATION  
P97-72  
DOC. NO. 97-18651

SE COR., NE FR. QTR.  
SECTION 9-23-4  
ATMB MONUMENT  
FOUND

S 88°59'25" W 1863.02'

NORTH LINE OF LONGLOIS RESERVE

TIPPECANOE SANITARY LANDFILL

ESTABLISHED &  
NORTH NINTH STREET ROAD

MW # 23

N 75°44'13" W  
74.67'

ACCESS EASEMENT

R=15,262.23'  
L=57.32'  
Δ=704.24'

R=11,089.87'  
L=8.55'  
Δ=002.39'

S 14°15'47" W  
7.88'



0 100 200 400

1 Inch = 200 Feet

John E. Fisher & Associates, P.C.  
Land Surveyors and Engineers  
1526 Main Street  
Lafayette, Indiana 47901-1810

# MONITORING WELL # 23 WELL AND ACCESS EASEMENT EXHIBIT TIPPECANOE SANITARY LANDFILL

12/21/00  
DRAWN BY RSP  
CHECK BY  
SHEET 10 OF 12  
COMM. NO. 00.15.2T